

# Terms and Conditions

*We love animals. That's why we have policies and procedures in place approved by our veterinarians, to assist with caring for your pets. We look forward to having them with us. Before you make reservations and leave your pets with us, we want to make sure you are aware of the following:.*

- *This document explains important rights and obligations that apply to your reservation so, please read them carefully and make sure you agree.*
- *By using this online reservation system (the "System") and/or by bringing your pet to PetSmart for salon or other services ("Services"), you agree to be bound by these Terms and Conditions, in addition to our Conditions of Use for PetSmart.com, our Legal Notices, Privacy Policy, and other health and safety policies which appear in our stores.*
- *You are also considered on notice, you assume the risk of, and you agree to fully release PetSmart, Inc., its affiliates, subsidiaries, divisions and its operational designees ('PetSmart') for any liability or damages arising from your failure to follow these Terms and Conditions, conditions disclosed in the below Safety Warnings, and any and all conditions naturally occurring in a pet store in which animals are present.*
- *You are responsible for any harm your pet causes to another person, animal or property and you will look to the owner of an aggressor pet, and not PetSmart, for any injury or damage done to you, your family, your pet(s) or your property.*

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## RESERVATION ACCEPTANCE

A reservation does not guarantee that we will be able to provide Services to your pet. Your pet must meet all requirements outlined herein including for vaccinations, eligibility, good health and behavior.

## CANCELLATIONS

While PetSmart allows cancellations at any time, we respectfully request 24 hours notice to cancel your appointment. If cancelling within four hours of an appointment, please contact the store directly instead of using the online reservation system. If a customer does not cancel or show for an appointment, we reserve the right to decline or cancel future appointments.

## SALON TIMING

Please allow for at least four hours per groom in our salon. Your groomer will contact you when your pet is ready to be picked up. Express grooms – done while you wait – are performed subject to availability for an additional fee and are recommended for senior pets and pets who are particularly prone to stress. Nail-grinding appointments are done while you wait.

## PAYING FOR SERVICES

You agree to pay us for the Services we provide to your Pet(s) upon completion of the Services. Prices are subject to change without notice and seasonal rates may apply. Salon pricing may vary depending on the breed, the condition of the coat and selection of additional services at the salon. PetSmart offers a Look Great Guarantee® program through which we guarantee you'll love how your pet looks, or we'll make it right. If we can't we will give you your money back!

## SERVICES COUPONS

Please present any coupons you have to the associate at the time of service. Your discounted price will be taken at the cash register.

## ELIGIBILITY FOR SERVICES

For the safety and comfort of all of our guests, we reserve the right to refuse Services if your pet does not meet these criteria. Requirements may vary due to local law or custom.

Eligibility Criteria	Salon	PetsHotel
<b>Age</b>	8 weeks & up	16 weeks & up
<b>Dog Vaccinations Required</b>	Rabies 1 or 3 year Exception: puppies between 8 weeks and 16 weeks. Vaccinations must occur at least 48 hours before the groom	DPP* 1 or 3-yr. vaccine required *Distemper, Parvovirus & Parainfluenza Bordetella Required every 12 months, however, we recommend every 6 months & at least 10-14 days prior to check-in to ensure maximum efficiency & protection against Kennel Cough Please note: many veterinarians administer this vaccine only by request. Rabies 1 or 3-yr. vaccine required
<b>Dog Vaccinations Strongly Recommended</b>	DPP: 1 or 3 year,(distemper, parvovirus, parainfluenza) Bordetella: Every 12 mos. Canine Influenza	Canine Influenza Not required, but highly recommended to help protect against Canine Influenza respiratory illness. Consult your veterinarian.
<b>Cat Vaccinations Required</b>	Rabies 1 or 3 year Exception: kittens between 8 & 16 weeks.	FVRCP* 1 or 3-yr. vaccine required *Feline Viral Rhinotracheitis, Calicivirus & Panleukopenia Rabies 1 or 3-yr. vaccine required
<b>Cat Heart Condition</b>	Cannot accept	Cannot accept
<b>Bully Breed Restrictions; Exotic and/or Restricted Pet</b>	We reserve the right to refuse service where species or breeds are restricted under any state or local law.	We reserve the right to refuse service where species or breeds are restricted under any state or local law. These breeds are not eligible for group activity.

<b>Species</b>		
<b>On Medication</b>	Can accommodate if pet is well and unmedicated, but cannot administer medication	Can accommodate if pet is well, and can administer some medications. Call for more information.
<b>Human Aggressive</b>	Cannot Accept	Cannot accept
<b>Pet Aggressive</b>	Cannot Accept	Can accommodate, however pet cannot participate in group eligible activities.
<b>Food Aggressive</b>	Can accommodate (food is not given in the salon)	May be able to accommodate
<b>Kennel Aggressive</b>	Pet should be given an express groom	May be able to accommodate
<b>Toy Aggressive</b>	Can accommodate (toys are not given in the salon)	Can accommodate
<b>Recent contagious illness</b>	No contagious illness now or within the past 30 days	No contagious illness now or within the past 30 days
<b>Health conditions (heart, liver, bloat, collapsing trachea, cancer, diabetes, etc.)</b>	May be able to accommodate if pet is strong enough for a groom. Express groom is strongly recommended.	May be able to accommodate
<b>Sedation</b>	No sedation	Cannot accept
<b>Pregnant</b>	Can accommodate most Services	Cannot accept
<b>In Heat</b>	Express groom only	May be able to accommodate
<b>Unaltered</b>	Can accommodate	Can accommodate
<b>Lameness – ability to walk and stand</b>	Must be able to stand on own during groom	Cannot accept
<b>Recent surgery</b>	Can accommodate if no stitches and has not been under sedation in previous 24hrs	Can accommodate if no stitches and has not been under sedation in previous 24hrs
<b>Stitches, staples, open sores, bandages, required clothing, etc.</b>	Cannot accept	Cannot accept
<b>Elizabethan Collars</b>	Cannot accept	Cannot accept
<b>Fleas/Ticks</b>	Will be treated for F/T during groom	Canine guests with signs of fleas and/or ticks will be treated at our Grooming Salon at the pet parent's expense prior to check-in. Feline guests with signs of fleas and/or ticks will not be permitted to check-in at PetsHotel.
<b>Blindness or deafness</b>	Can accommodate	Can accommodate

## YOUR REPRESENTATIONS TO US

You represent and warrant to us that you are the legal owner of the pet and are responsible for all fees incurred at PetSmart for the Services or veterinary care performed. On your own behalf, on behalf of any co-owners of the pet and anyone you allow to bring in or pick up your pet, you also continually represent to us each time you elect to have a service performed on your pet:

- You represent that your Pet has no illness, injury or behavior problem (including aggressive or biting behavior) that has not been disclosed to us.
- Your pet meets the eligibility criteria for the Services requested, see Eligibility, above.
- All of the information about you and your pet is true, accurate and complete and you will promptly update such information – especially about pet health, vaccinations, behavior and how we may contact you;
- To the best of your knowledge, your pet has no illness, allergy, injury or behavior problem, such as aggressiveness or biting behavior, except for those that you have disclosed to us;
- Your pet has never killed or seriously injured another person, dog or cat and s/he has not been designated a vicious or dangerous dog by any entity;
- You have not knowingly misrepresented the breed of your pet;
- You will pay your bill in full, including any veterinary bills that PetSmart incurs in good faith on behalf of your pet during its stay;
- Your pet has not had or been exposed to rabies, distemper, canine influenza, bordetella, parvovirus or other contagious disease within 30 days prior to beginning the service.

## SAFETY WARNINGS

We want to make our stores safe for our pet parents, our employees and pets. This means:

<b>Contagious Diseases</b>	All pets coming into PetSmart are required to be vaccinated. However, your pet could still become ill. In the same way that humans can get the flu from touching a door handle, your dog could pick up an illness simply from being in the store environment. We have good
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	disease prevention policies, but our facilities cannot be made 100% germ proof. You understand this risk that your pet may contract a contagious disease while at PetSmart, including but not limited to Tracheobronchitis; Distemper; Parainfluenza; Canine Influenza; Parvovirus; Feline Panleukopenia; Leptospirosis, and Bordetella.
<b>Bites and Muzzling</b>	Animals bite and regrettably many of our associates are in the bite zone while they perform the Services. If we feel it is necessary to do so for the safety of your pet, other pets, or our associates, we may use a muzzle on your pet or refuse/discontinue the Services. We do what we can to minimize fights, but while your pet is with us, s/he will come into contact with other pets – even if that is just passing them in the walkways. While thousands of the pets in our care interact safely every day, it is not possible to prevent every interaction. You are responsible for any harm your pet causes to another person, animal or property and you will look to the owner of the other pet, rather than PetSmart, for any injury or damage done to you, your family, your pet(s) or your property.
<b>General Health and Stress</b>	Even the healthiest dog can be affected by stress. Just the mere fact that your pet is being groomed or handled by a stranger can cause enough stress to complicate underlying problems, like heart disease, arthritis, diabetes, bloat, infections or other medical problems. Most of the services we perform involve some level of stress, very little of which can be completely alleviated. If your pet has health problems or shows extreme anxiety, a professional salon may not be the right environment for your pet. The salon offers an Express Groom to minimize waiting and kennel time.

## VETERINARY CARE

By bringing your pet into our store for Services, you are agreeing each time that PetSmart may act as your agent to obtain any veterinarian care s/he needs in an emergency or receive care that would be helpful to make him/her comfortable and healthy during the Services, and that we may charge you for the reasonable cost of such care. Unless the pet needs immediate veterinary attention, we will attempt to contact you or your agent prior to incurring any cost. If you refuse medical treatment for your pet, PetSmart, at its sole discretion, may engage the services of a veterinarian and/or administer medicine to make your pet as comfortable as possible until picked up by you or your agent. If we cannot reach you or your agent, or there is no time to do so, we may make healthcare decisions for your pet based on our experience and the recommendations of available professionals. You agree to pay any and all such bills and release the treating veterinarian and his/her staff for any liability or damages in connection with treating your pet without your express written permission on the veterinarian's own forms. PetSmart associates receive training in recognizing common signs of stress, but they are not veterinary professionals and may not recognize the symptoms of medical distress in your pet.

## ABANDONMENT

For the health of your pet, it is important you or your agent pick your pet up at your scheduled time. If you fail to pick up your pet, we will try to contact you and your agent by telephone. Due to the Salon not being equipped for overnight boarding, PetSmart reserves the right, in its sole discretion, to consider the pet abandoned if left overnight in the Salon or left past the check in dates at the PetsHotel to use the local, state, or federal laws or regulations, and we may do any of the following:

- PetSmart may release an abandoned pet to Animal Control or to an animal adoption agency. You understand that you may lose ownership of your pet and that the animal may be adopted out or, in rare circumstances, euthanized. You may have to pay a fee to the entity to get your animal back, if s/he is still available. Even if you abandon your pet, you will remain liable to PetSmart for all unpaid charges.
- PetSmart may also elect, in its sole discretion, to temporarily keep your pet in a kennel inside the store and provide it with food and water. An associate will periodically check on your pet during business hours, but there may be long periods of time where the animal will be alone without any supervision or monitoring. A penalty will be charged and your pet may be released to Animal Control or to an animal adoption agency if you do not come to pick up your pet.

## EMERGENCIES

In an emergency or natural disaster, every effort will be made to contact you or your agent to retrieve your pet. PetSmart, at its sole discretion, is authorized to transport, and/or to make temporary alternative arrangements to house and care for your pet until you or your agent can retrieve your pet. You understand it may not always be possible to safely evacuate your pet and that, while our associates are dedicated to the animals in their care, in a truly critical situation, human safety must come first. That could mean in rare circumstances that your pet must be left behind until an evacuation, if possible, can be safely accomplished.

## CUSTODY DISPUTES

State or provincial laws govern the ownership of pets. We will treat the person who brings an animal in for a service as either the owner or the agent of the owner. Generally, anyone authorized as an owner or an agent will be allowed to authorize charges and pick up of a pet. If we become aware of a custody dispute, we will exercise reasonable judgment based on the facts as we know them. We may, in our sole discretion, require proof of ownership, a written property settlement agreement or court decree before providing a service or giving a pet back to you or your agent. We also reserve the right to turn the matter over to Animal Control, to the police or to a government entity to allow them to safely resolve the dispute.

## PRIVACY

We respect your privacy. Links to our Privacy Policy are below. Our Privacy Policy includes information about how to opt out of certain communications with PetSmart. If your pet is suspected of having injured another person or animal or you or your pet are involved in or witness an incident in our store, we reserve the right to give your name and contact information to Animal Control, to a treating physician or veterinarian, to the police, to health officials and other government agents, to insurance agents or to others reasonably requesting the information with a need to know.

United States and Puerto Rico: [[http://www.petsmart.com/helpdeskcategory/-helpdesk-safety-category-helpdesk\\_category\\_cmp\\_20121219\\_173952?article=helpdesk\\_landing\\_article\\_privacy\\_policy\\_cmp\\_20120808\\_142218](http://www.petsmart.com/helpdeskcategory/-helpdesk-safety-category-helpdesk_category_cmp_20121219_173952?article=helpdesk_landing_article_privacy_policy_cmp_20120808_142218)]

Canada: [[http://www.petsmart.ca/helpdeskcategory/-helpdesk-safety-category-helpdesk\\_category\\_cmp\\_20121219\\_173952?article=helpdesk\\_landing\\_article\\_privacy\\_policy\\_cmp\\_20120808\\_142218](http://www.petsmart.ca/helpdeskcategory/-helpdesk-safety-category-helpdesk_category_cmp_20121219_173952?article=helpdesk_landing_article_privacy_policy_cmp_20120808_142218)]

## ACCOUNT CREATION

By creating an account in our System you agree that you are at least 18 years of age or are an emancipated minor at time of registration; that you are responsible for all activities occurring under your username and for keeping your password secure; that you will notify us of any unauthorized use of your account or any other suspected breach of security; and that your use of our System does not violate our website Conditions of Use. As part of the registration process, you must click to agree to our conditions of use, and will then be asked to select a username and password and fill out any other relevant registration information. You represent and warrant that: (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information, including by providing us with your most current contact information and agent information. You acknowledge that we may refuse to grant you a username that impersonates someone else, is or may be protected by proprietary rights law, or is vulgar, offensive or otherwise inappropriate, as determined by us in our sole discretion.

You are responsible for restricting access to your technology and account. If you access the System on public technology or use technology to which multiple people may have access, follow all relevant instructions to sufficiently disconnect and log off of the System and the computer system you are using to prevent unauthorized access to your PetSmart account.

## COMMUNICATION PREFERENCES

If you would like to request that PetSmart not contact you about our services, you can ask a PetSmart Salon Manager to mark your account "inactive." Please note that your information will not likely be completely erased from our database, but your preference to be inactive will be noted. If you wish to opt out of all PetSmart marketing communications, please refer to our Privacy Policy for instructions.

## TERMINATION OF USE

Subject to this Section, these Terms and Conditions will remain in effect while you use the System or possess an account on the System. PetSmart, in its sole discretion, may terminate your account or similar uses of the System at anytime. You are personally liable for any reservations that you make or charges that you incur prior to termination. Upon termination, you will have no right or license to use the System in any manner, including any accounts you might have created. You understand that any termination of your account may involve deletion of your content from our databases. We will not have any liability whatsoever to you for any termination of these Terms and Conditions, including for termination of your account, deletion of your content or the retention of your content. Our proprietary ownership rights, disclaimer of warranties, indemnities, limitations of liability and miscellaneous provisions and other sections that would naturally survive termination shall survive any such termination. PetSmart may provide notice of termination by making reasonable efforts to notify you via the contact information you have provided to us.

## DISCLAIMER OF WARRANTIES

TO THE EXTENT PERMITTED UNDER LAW, YOU EXPRESSLY AGREE THAT YOUR USE OF THE ONLINE RESERVATION SYSTEM AND PETSMAART SERVICES IS AT YOUR SOLE RISK. THIS SYSTEM AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PETSMAART AND ITS OFFICERS, DIRECTORS AND EMPLOYEES, AS WELL AS ITS THIRD-PARTY AGENTS, CONTRACTORS, DISTRIBUTORS, MERCHANTS OR SPONSORS (COLLECTIVELY, "THIRD PARTIES"), CANNOT AND DO NOT WARRANT THAT YOUR USE OF THE SYSTEM AND THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. NEITHER PETSMAART NOR ITS THIRD PARTIES HAVE ANY RESPONSIBILITY FOR YOUR ACTION OR INACTION IN CONNECTION WITH THIS SYSTEM OR FOR ANY DAMAGE TO YOUR COMPUTER OR DATA OR ANY OTHER DAMAGE YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THIS SYSTEM AND THE SERVICES. NEITHER PETSMAART NOR ITS THIRD PARTIES WARRANT THE ACCURACY, INTEGRITY OR COMPLETENESS OF THE CONTENT PROVIDED IN THIS SYSTEM OR THE SERVICES OFFERED. PETSMAART AND ITS THIRD PARTIES SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

ACCURACY, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PETSMART OR ITS THIRD PARTIES SHALL CREATE A WARRANTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES SHALL PETSMART OR ITS THIRD PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THIS SYSTEM OR THE SERVICES, INCLUDING YOUR RELIANCE ON ANY INFORMATION OBTAINED FROM THIS SYSTEM THAT RESULTS IN DELAYS, INCONVENIENCE, CHANGES TO OR CANCELLATION OF TRAVEL, ACCOMMODATIONS AND OTHER PLANS, INJURY TO PETS, PEOPLE OR PROPERTY, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OR CORRUPTION OF FILES, VIRUSES, DELAYS IN OPERATING OR TRANSMISSIONS, OR ANY FAILURE OF PERFORMANCE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY IN ANY ACTION, WHETHER IN CONTRACT, TORT OR ANY OTHER CLAIM, EVEN IF AN AUTHORIZED REPRESENTATIVE OF PETSMART HAS BEEN ADVISED OF OR SHOULD HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. BY YOUR USE OF THIS SYSTEM AND THE SERVICES, YOU ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE AND SERVICES AVAILABLE THROUGH THIS SYSTEM, EXCEPT WHERE THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IS PROHIBITED BY LAW. IN ANY EVENT, UNDER NO CIRCUMSTANCES WILL PETSMART BE LIABLE TO YOU FOR ANY AMOUNT EXCEEDING THE LARGER OF (A) FIFTY DOLLARS (\$50) OR (B) THE AMOUNTS PAID TO PETSMART HEREUNDER.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATION OF DAMAGES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

## INDEMNITY & HOLD HARMLESS AGREEMENT

You agree to indemnify and hold PetSmart and its officers, agents, employees and other partners and Third Parties harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any other third party due to or arising out of your violation of these Terms and Conditions or your use of the System, including your use of the System to provide a link to another system or to upload content or other information to this System.

## DISPUTES

This System is operated by PetSmart and its contracted Third Party (ies), with offices located in the United States of America. If there are any disputes arising out from this reservation, by using this System and/or bringing your pet in for Services, you agree that the dispute will be governed by the laws of the State of Arizona without regard to its conflict of law provisions. You agree to personal jurisdiction and venue in the state and federal courts of the State of Arizona, Maricopa County.

## CONTACT US

If you have questions about our Conditions of Use for online reservations, Conditions of Use for PetSmart.com, Legal Notices, Privacy Policy or any other policy or procedure, you may contact us by:

**1. E-mail:** [CustomerCare@petsmart.com](mailto:CustomerCare@petsmart.com)

**2. Regular Mail:**  
PetSmart, Inc.  
Attn: Customer Service  
19601 N. 27<sup>th</sup> Avenue  
Phoenix, AZ 85027

**3. Phone:**  
Toll-free: 1-888-839-9638

## Entire Agreement

These conditions of use, along with our conditions of use for PetSmart.com located here

United States and Puerto Rico: [[http://www.petsmart.com/helpdeskcategory/us-helpdesk-safety-category-US\\_helpdesk\\_category\\_safety?article=US\\_helpdesk\\_article\\_safety\\_terms](http://www.petsmart.com/helpdeskcategory/us-helpdesk-safety-category-US_helpdesk_category_safety?article=US_helpdesk_article_safety_terms)]

Canada: [[http://www.petsmart.ca/helpdeskcategory/021414-ca-helpdesk-safety-category-cmp\\_20140214\\_220128?article=helpdesk\\_landing\\_article\\_terms\\_conditions\\_cmp\\_20120808\\_142313](http://www.petsmart.ca/helpdeskcategory/021414-ca-helpdesk-safety-category-cmp_20140214_220128?article=helpdesk_landing_article_terms_conditions_cmp_20120808_142313)],

our Legal Notices located here

United States and Puerto Rico: [[http://www.petsmart.com/helpdeskcategory/us-helpdesk-safety-category-US\\_helpdesk\\_category\\_safety?article=US\\_helpdesk\\_article\\_safety\\_legal](http://www.petsmart.com/helpdeskcategory/us-helpdesk-safety-category-US_helpdesk_category_safety?article=US_helpdesk_article_safety_legal)]

Canada: [[http://www.petsmart.ca/helpdeskcategory/021414-ca-helpdesk-safety-category-cmp\\_20140214\\_220128?article=component\\_pet\\_help\\_safety\\_legal\\_notices](http://www.petsmart.ca/helpdeskcategory/021414-ca-helpdesk-safety-category-cmp_20140214_220128?article=component_pet_help_safety_legal_notices)],

and Privacy Policy located here

United States and Puerto Rico: [[http://www.petsmart.com/helpdeskcategory/-helpdesk-safety-category-helpdesk\\_category\\_cmp\\_20121219\\_173952?article=helpdesk\\_landing\\_article\\_privacy\\_policy\\_cmp\\_20120808\\_142218](http://www.petsmart.com/helpdeskcategory/-helpdesk-safety-category-helpdesk_category_cmp_20121219_173952?article=helpdesk_landing_article_privacy_policy_cmp_20120808_142218)]

Canada: [[http://www.petsmart.ca/helpdeskcategory/-helpdesk-safety-category-helpdesk\\_category\\_cmp\\_20121219\\_173952?article=helpdesk\\_landing\\_article\\_privacy\\_policy\\_cmp\\_20120808\\_142218](http://www.petsmart.ca/helpdeskcategory/-helpdesk-safety-category-helpdesk_category_cmp_20121219_173952?article=helpdesk_landing_article_privacy_policy_cmp_20120808_142218)]

constitute the entire agreement between you and PetSmart as to your use of our System and supersede all prior understandings or agreements, written or oral, in this regard. To the extent there is a conflict between these Terms and Conditions and our Conditions of Use for PetSmart.com, these Terms and Conditions shall govern your experience with our System and the Services, but only to the extent necessary to resolve the conflict. Your provision of Services will also be governed by the policies and procedures within our stores, whether stated in writing, occurring by custom or given at the direction of a PetSmart associate. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. The section titles in these Terms and Conditions are for convenience only and have no legal or contractual effect. The word "including" means including without limitation. If any provision of these Terms and Conditions is, for any reason, held to be invalid or unenforceable, the other provisions of these 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. These Terms and Conditions, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

THESE TERMS AND CONDITIONS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SYSTEM AND THE SERVICES. BY ACCESSING OR USING THE SYSTEM AND SERVICES, YOU ARE ACCEPTING THESE TERMS AND CONDITIONS YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS AND CONDITIONS. YOU MAY NOT ACCESS OR USE THE SYSTEM OR SERVICES OR ACCEPT THESE TERMS IF YOU ARE NOT OF LEGAL AGE TO ENTER INTO AN AGREEMENT WITH PETSMAART.

References to "PetSmart" in this document mean PetSmart, Inc. and its affiliates and related companies.

## CHANGES & UPDATES

Because our System and stores will continue to implement new technologies and improve the products and services we provide, we reserve the right to modify or terminate the System and/or Services for any reason, without notice and without liability to you or any other participating third party. PetSmart reserves the right to make changes to the System, the Services, and these Terms and Conditions at any time. Each time you use this System, you should visit and review the then current Terms and Conditions that apply to your transactions, the Services you wish to have performed and use of this System. If you do not agree to be bound by the then current Terms and Conditions, your sole remedy is not to use the reservation System. Continued use of our System following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the Terms and Conditions, including the changes. PetSmart is not responsible for typographical or photographic errors on this System.

Revised June, 2016

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