

TERMS OF USE.

EFFECTIVE FROM NOVEMBER 1, 2015.

BY ACCESSING OR USING THE SMUFFI PETS WEBSITE, ANY LINKED SERVICE PROVIDED DIRECTLY OR INDIRECTLY BY SMUFFI PETS OR REDIRECTED BY SMUFFI PETS OR ANY OF THE APPLICATIONS (INCLUDING MOBILE APPLICATIONS) OFFERED YOU BY SMUFFI PETS (COLLECTIVELY REFERRED TO AS "SERVICE"), HOWEVER ACCESSED, YOU AGREE TO BE BOUND BY THESE TERMS OF USE ("TERMS OF USE").

THE SERVICE IS OWNED BY SMUFFI PETS ("SMUFFI PETS") OR UNDER THEIR CONTROL. THESE TERMS OF USE GOVERN AND AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. IF YOU DO NOT AGREE TO BE BOUND TO ALL THESE TERMS OF USE, DO NOT ACCESS OR USE THE SERVICE.

THERE MAY BE TIMES WHEN WE OFFER A SPECIAL FEATURE THAT HAS ITS OWN TERMS AND CONDITIONS THAT APPLY IN ADDITION TO THESE TERMS OF USE. IN THOSE CASES, THE TERMS SPECIFIC TO THE SPECIAL FEATURE CONTROL TO THE EXTENT THERE IS A CONFLICT WITH THESE TERMS OF USE.

BASIC CONDITIONS

1. IN ORDER TO USE THE SERVICE, THE USER MUST BE AT LEAST 13 YEARS OLD.
2. YOU MAY NOT POST VIOLENT, NUDE, PARTIALLY NUDE, DISCRIMINATORY, UNLAWFUL, INFRINGING, HATEFUL, PORNOGRAPHIC OR SEXUALLY SUGGESTIVE PHOTOS OR OTHER CONTENT THROUGH THE SERVICE.
3. YOU ARE RESPONSIBLE FOR ANY ACTIVITY THAT OCCURS THROUGH YOUR ACCOUNT AND YOU AGREE YOU WILL NOT SELL, TRANSFER, LICENSE OR ASSIGN YOUR ACCOUNT, FOLLOWERS, USERNAME, OR ANY ACCOUNT RIGHTS. WITH THE EXCEPTION OF PEOPLE OR BUSINESSES THAT ARE EXPRESSLY AUTHORIZED TO CREATE ACCOUNTS ON BEHALF OF THEIR EMPLOYERS OR CLIENTS, INCLUDING AMONG THOSE THE "SHELTERS" THAT COMPLY WITH THE CHARACTERISTICS DETERMINED BY SMUFFI PETS. SMUFFI PETS PROHIBITS THE CREATION OF, AND YOU AGREE THAT, YOU WILL NOT CREATE AN ACCOUNT FOR ANYONE OTHER THAN YOURSELF AND/OR ANIMAL COMPANION. YOU ALSO AGREE THAT ALL INFORMATION YOU PROVIDE OR PROVIDED TO SMUFFI PETS UPON REGISTRATION AND AT ALL OTHER TIMES WILL BE TRUE, ACCURATE, CURRENT AND COMPLETE AND YOU AGREE TO UPDATE YOUR INFORMATION AS NECESSARY TO MAINTAIN ITS TRUTH AND ACCURACY.
4. YOU AGREE THAT YOU WILL NOT SOLICIT, COLLECT OR USE THE LOGIN CREDENTIALS OF OTHER SMUFFI PETS USERS.
5. YOU AGREE THAT YOU ARE SOLE RESPONSIBLE FOR KEEPING YOUR PASSWORD SECRET AND SECURE.

6. YOU MUST NOT DEFAME, STALK, BULLY, ABUSE, HARASS, THREATEN, IMPERSONATE OR INTIMIDATE PEOPLE OR ENTITIES, AND YOU MUST NOT POST PRIVATE OR CONFIDENTIAL INFORMATION VIA THE SERVICE, INCLUDING, WITHOUT LIMITATION, YOUR OR ANY OTHER PERSON'S CREDIT CARD INFORMATION, SOCIAL SECURITY OR NATIONAL IDENTITY NUMBERS, NON-PUBLIC PHONE NUMBERS OR NON-PUBLIC EMAIL ADDRESSES, BELONGING TO YOU OR OWNED BY ANYONE OTHER INDIVIDUAL. WITH THE EXEMPTION OF OPTIONS THAT MIGHT ARISE IN THE REGISTRY SETTINGS, WHICH YOU MAY CHOOSE TO SKIP, FOR SAFETY REASONS.

7. YOU MAY NOT USE THE SERVICE FOR ANY ILLEGAL OR UNAUTHORIZED PURPOSE. YOU AGREE TO COMPLY WITH ALL LAWS, RULES AND REGULATIONS (FOR EXAMPLE, FEDERAL, STATE, LOCAL AND PROVINCIAL) APPLICABLE TO YOUR USE OF THE SERVICE AND YOUR CONTENT (DEFINED BELOW), INCLUDING BUT NOT LIMITED TO, COPYRIGHT LAWS.

8. YOU ARE SOLELY RESPONSIBLE FOR YOUR CONDUCT AND ANY DATA, TEXT, FILES, INFORMATION, USERNAMES, IMAGES, GRAPHICS, PHOTOS, PROFILES, AUDIO AND VIDEO, SOUNDS, MUSICAL WORKS, WORKS OF AUTHORSHIP, APPLICATIONS, LINKS AND OTHER CONTENT OR MATERIALS (COLLECTIVELY, "CONTENT") THAT YOU SUBMIT, POST OR DISPLAY ON OR VIA THE SERVICE.

9. YOU MUST NOT CHANGE, MODIFY, ADAPT OR ALTER THE SERVICE OR CHANGE, MODIFY OR ALTER ANOTHER WEBSITE SO AS TO FALSELY IMPLY THAT IT IS ASSOCIATED WITH THE SERVICE OR SMUFFI PETS.

10. YOU MUST NOT ACCESS SMUFFI PETS' PRIVATE API, BY MEANS OTHER THAN THOSE PERMITTED BY SMUFFI PETS. USE OF SMUFFI PETS' API IS SUBJECT TO A SEPARATE AND PRIVATE SET OF TERMS; THE VIOLATION OF THIS PROVISION COULD BRING LEGAL CONSEQUENCES.

11. YOU MUST NOT CREATE OR SUBMIT UNWANTED EMAILS, COMMENTS, INDICATION OF SOMETHING YOU LIKE OR OTHER FORMS OF COMMERCIAL OR HARASSING COMMUNICATIONS (I.E. "SPAM") TO ANY SMUFFI PETS' USERS.

12. IT IS PROHIBITED TO USE THE DOMAIN NAMES OR WEB URLS, AS PART OF YOUR USERNAME, WITHOUT PRIOR WRITTEN CONSENT GRANTED BY SMUFFI PETS.

13. YOU MUST NOT INTERFERE OR DISRUPT THE SERVICE OR SERVERS OR NETWORKS CONNECTED TO THE SERVICE, INCLUDING BY TRANSMITTING ANY WORMS, VIRUSES, SPYWARE, MALWARE OR ANY OTHER CODE OF A DESTRUCTIVE OR DISRUPTIVE NATURE. YOU MAY NOT INSERT CONTENT OR CODE NOR ALTER OR INTERFERE WITH THE WAY ANY SMUFFI PETS PAGE IS DISPLAYED IN A USER'S BROWSER OR DEVICE.

14. YOU MUST COMPLY WITH SMUFFI PETS' COMMUNITY NORMS DESCRIBED ON THE CORRESPONDING PARAGRAPH FROM THE TERMS OF USE.

15. YOU MUST NOT CREATE ACCOUNTS ON THE SERVICE BY UNAUTHORIZED MEANS, INCLUDING WITHOUT LIMITATION, THE USE OF AUTOMATED DEVICES, SCRIPTS, ROBOTS, CRAWLERS, SPIDERS, OR SCRAPERS.

16. YOU MUST NOT ATTEMPT TO RESTRICT ANOTHER USER FROM USING OR ENJOYING THE SERVICE AND YOU MUST NOT ENCOURAGE OR FACILITATE VIOLATIONS OF THESE TERMS OF USE OR ANY OTHER SMUFFI PETS TERMS.

17. VIOLATION OF THESE TERMS OF USE MAY, IN SMUFFI PETS SOLE DISCRETION; RESULT IN TERMINATION OF YOUR SMUFFI PETS ACCOUNT. YOU UNDERSTAND AND AGREE THAT SMUFFI PETS CANNOT, AND WILL NOT, BE RESPONSIBLE FOR THE CONTENT POSTED ON THE SERVICE AND YOU USE THE SERVICE AT YOUR OWN RISK. IF YOU VIOLATE THE LETTER OR SPIRIT OF THESE TERMS OF USE, OR OTHERWISE CREATE RISK OR POSSIBLE LEGAL EXPOSURE FOR SMUFFI PETS, WE CAN STOP PROVIDING ALL OR PART OF THE SERVICE TO YOU, INDEPENDENTLY OF THE LEGAL ACTIONS THAT MIGHT BE HELD AGAINST YOU.

18. SMUFFI PET RESERVES THE RIGHT TO MODIFY OR TERMINATE THE SERVICE OR YOUR ACCESS TO THE SERVICE FOR ANY REASON, WITHOUT NOTICE, AT ANY TIME, AND WITHOUT LIABILITY TO YOU. IF WE TERMINATE YOUR ACCESS TO THE SERVICE, YOUR PHOTOS, COMMENTS, LIKES, FRIENDSHIPS, AND ALL OTHER DATA WILL NO LONGER BE ACCESSIBLE THROUGH YOUR ACCOUNT, BUT THOSE MATERIALS AND DATA MAY PERSIST AND APPEAR WITHIN THE SERVICE (E.G., IF YOUR CONTENT HAS BEEN RESHARED BY OTHERS) PROVIDED THAT THIS MAY NOT IMPLY A VIOLATION OR YOUR RIGHTS, INCLUDING COPYRIGHT, NOR IS IT CAUSE FOR A CLAIM TO SMUFFI PETS

19. UPON TERMINATION, ALL LICENSES AND OTHER RIGHTS GRANTED TO YOU ON THESE TERMS OF USE WILL IMMEDIATELY CEASE.

20. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO CHANGE THESE TERMS OF USE ("UPDATED TERMS") FROM TIME TO TIME. UNLESS WE MAKE A CHANGE FOR LEGAL OR ADMINISTRATIVE REASONS, WE WILL PROVIDE REASONABLE ADVANCE NOTICE BEFORE THE UPDATED TERMS BECOME EFFECTIVE. YOU AGREE THAT WE MAY NOTIFY YOU OF THE UPDATED TERMS BY POSTING THEM ON THE SERVICE, AND THAT YOUR USE OF THE SERVICE, AFTER THE EFFECTIVE DATE OF THE UPDATED TERMS (OR ENGAGING IN SUCH OTHER CONDUCT AS WE MAY REASONABLY SPECIFY) CONSTITUTES YOUR AGREEMENT TO THE UPDATED TERMS. THEREFORE, YOU SHOULD REVIEW THESE TERMS OF USE AND ANY UPDATED TERMS BEFORE USING THE SERVICE. THE UPDATED TERMS WILL BE EFFECTIVE AS OF THE TIME OF POSTING, OR SUCH LATER DATE AS MAY BE SPECIFIED IN THE UPDATED TERMS, AND WILL APPLY TO YOUR USE OF THE SERVICE FROM THAT POINT FORWARD. THESE TERMS OF USE WILL GOVERN ANY DISPUTES ARISING BEFORE THE EFFECTIVE DATE OF THE UPDATED TERMS.

21. WE RESERVE THE RIGHT TO RESTRICT OR DENY ACCESS TO THE SERVICE TO ANYONE, FOR ANY REASON AND AT ANY TIME.

22. WE RESERVE THE RIGHT TO SEIZE ANY USERNAMES, FOR WHATEVER REASON.
23. WE MAY, BUT HAVE NO OBLIGATION TO, REMOVE, EDIT, BLOCK, AND/OR MONITOR CONTENT OR ACCOUNTS CONTAINING CONTENT THAT WE DETERMINE IN OUR SOLE DISCRETION VIOLATES THESE TERMS OF USE.
24. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTION WITH OTHER USERS OF THE SERVICE, WHETHER ONLINE OR OFFLINE. YOU AGREE THAT SMUFFI PETS IS NOT RESPONSIBLE OR LIABLE FOR THE CONDUCT OF ANY USER. SMUFFI PETS RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO MONITOR OR BECOME INVOLVED IN DISPUTES BETWEEN YOU AND OTHER USERS. EXERCISE COMMON SENSE AND YOUR BEST JUDGMENT WHEN INTERACTING WITH OTHERS, INCLUDING WHEN YOU SUBMIT OR POST CONTENT OR ANY PERSONAL OR OTHER INFORMATION.
25. THERE MAY BE LINKS FROM THE SERVICE, OR FROM COMMUNICATIONS YOU RECEIVE FROM THE SERVICE, TO THIRD-PARTY WEB SITES OR FEATURES. THERE MAY ALSO BE LINKS TO THIRD-PARTY WEB SITES OR FEATURES IN IMAGES OR COMMENTS WITHIN THE SERVICE. THE SERVICE ALSO INCLUDES THIRD-PARTY CONTENT THAT WE DO NOT CONTROL, MAINTAIN OR ENDORSE. FUNCTIONALITY ON THE SERVICE MAY ALSO PERMIT INTERACTIONS BETWEEN THE SERVICE AND A THIRD-PARTY WEB SITE OR FEATURE, INCLUDING APPLICATIONS THAT CONNECT THE SERVICE OR YOUR PROFILE ON THE SERVICE WITH A THIRD-PARTY WEB SITE OR FEATURE. FOR EXAMPLE, THE SERVICE MAY INCLUDE A FEATURE THAT ENABLES YOU TO SHARE CONTENT FROM THE SERVICE OR YOUR CONTENT WITH A THIRD PARTY, WHICH MAY BE PUBLICLY POSTED ON THAT THIRD PARTY'S SERVICE OR APPLICATION. USING THIS FUNCTIONALITY TYPICALLY REQUIRES YOU TO LOGIN TO YOUR ACCOUNT ON THE THIRD-PARTY SERVICE AND YOU DO SO AT YOUR OWN RISK. SMUFFI PETS DOES NOT CONTROL ANY OF THESE THIRD-PARTY WEB SERVICES OR ANY OF THEIR CONTENT. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SMUFFI PETS IS IN NO WAY RESPONSIBLE OR LIABLE FOR ANY SUCH THIRD-PARTY SERVICES OR FEATURES. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH THIRD PARTIES FOUND THROUGH THE SERVICE ARE SOLELY BETWEEN YOU AND THE THIRD PARTY. YOU MAY CHOOSE, AT YOUR SOLE AND ABSOLUTE DISCRETION AND RISK, TO USE APPLICATIONS THAT CONNECT THE SERVICE OR YOUR PROFILE ON THE SERVICE WITH A THIRD-PARTY SERVICE (EACH, AN "APPLICATION") AND SUCH APPLICATION MAY INTERACT WITH, CONNECT TO OR GATHER AND/OR PULL INFORMATION FROM AND TO YOUR SERVICE PROFILE. BY USING SUCH APPLICATIONS, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING: (I) YOUR USE OF AN APPLICATION MAY CAUSE PERSONALLY IDENTIFYING INFORMATION TO BE PUBLICLY DISCLOSED AND/OR ASSOCIATED WITH YOU, EVEN IF SMUFFI PETS HAS NOT ITSELF PROVIDED SUCH INFORMATION; AND (II) YOUR USE OF AN APPLICATION IS AT YOUR OWN OPTION AND RISK, AND YOU WILL HOLD SMUFFI PETS PARTIES (DEFINED BELOW) HARMLESS FOR ACTIVITY RELATED TO THE APPLICATION.
26. YOU AGREE THAT YOU ARE RESPONSIBLE FOR ALL INTERNET DATA CHARGES YOU INCUR THROUGH THE USE OF THE SERVICE.

27. WE PROHIBIT CRAWLING, SCRAPING, CACHING OR OTHERWISE ACCESSING ANY CONTENT ON THE SERVICE VIA AUTOMATED MEANS, INCLUDING BUT NOT LIMITED TO, USER PROFILES AND PHOTOS (EXCEPT AS MAY BE THE RESULT OF STANDARD SEARCH ENGINE PROTOCOLS OR TECHNOLOGIES USED BY A SEARCH ENGINE WITH SMUFFI PET'S EXPRESS CONSENT).

RIGHTS

1. SMUFFI PETS DOES NOT CLAIM OWNERSHIP OF ANY CONTENT THAT YOU POST ON OR THROUGH THE SERVICE. INSTEAD, YOU HEREBY GRANT TO SMUFFI PETS A NON-EXCLUSIVE, FULLY PAID AND ROYALTY-FREE, TRANSFERABLE, SUB-LICENSABLE, WORLDWIDE LICENSE TO STORE, USE, REPRODUCE, MODIFY, DISPLAY, ADVERTISE, TRANSMIT, PROMOTE, EDIT AND DISTRIBUTE THE CONTENT THAT YOU POST ON OR THROUGH THE SERVICE, SUBJECT TO THE SERVICE'S PRIVACY POLICY, AVAILABLE ON WWW.SMUFFIPETS.COM/PRIVACY
2. SOME OF THE SERVICE IS FINANCED BY ADVERTISING REVENUE, SPONSORSHIPS, COMMERCIAL COLLABORATION OR ASSOCIATION, AND MAY DISPLAY ADVERTISEMENTS AND PROMOTIONS, AND YOU HEREBY AGREE THAT SMUFFI PETS MAY PLACE SUCH ADVERTISING AND PROMOTIONS ON THE SERVICE OR ON, ABOUT, OR IN CONJUNCTION WITH YOUR CONTENT. THE MANNER, MODE AND EXTENT OF SUCH ADVERTISING AND PROMOTIONS ARE SUBJECT TO CHANGE WITHOUT SPECIFIC NOTICE TO YOU; LIKEWISE, IN CASE YOU DECIDE TO USE SOME OF THE OFFERS PUBLISHED BY THIRD PARTIES (UNDERSTOOD BY ANY NATURAL PERSON, ENTITY, BUSINESS OR SHELTER) IN THE SERVICE; THE BUSINESS RELATIONSHIP AND TRANSACTIONS AND LIABILITIES THAT ARISE FROM THESE , ARE SOLELY BETWEEN YOU AND THE THIRD PARTY, NOT FOR ANY REASON, CAN SMUFFI PETS BE HELD RESPONSIBLE FOR ANY LIABILITY FROM ANY DISPUTE ARISING THEREFROM .
3. REGARDING DONATIONS YOU DECIDE TO MAKE A SHELTER OR ANIMAL INSTITUTION, YOU AFFIRM, ACCEPT AND ACKNOWLEDGE, THAT WILL BE YOUR SOLE RESPONSIBILITY; AND THAT THE GOOD OR BAD USE OF RESOURCES OR CONTRIBUTIONS TO SHELTERS OF YOUR CHOICE, IS UNDER THEIR STRICT RESPONSIBILITY, SINCE THE ROLE OF SMUFFI PETS IS ONLY TO GENERATE THE CONNECTION BETWEEN YOU, AND THE SHELTERS YOU DECIDE TO DONATE OR SUPPORT, BEING UNDERSTOOD THAT YOU MAY NOT, UNDER ANY REASON HOLD OR DEMAND ACCOUNTABILITY ON SMUFFI PETS , FOR ANY DISPUTES THAT MAY ARISE BETWEEN YOU AND THE SHELTERS OF YOUR CHOICE .

4. YOU UNDERSTAND, ACCEPT AND AFFIRM YOUR CONSENT, THAT SMUFFI PETS IS A PRIVATE AND INDEPENDENT COMPANY, WHICH WILL TAKE NO RESPONSIBILITY, OR ANY CASE BE LIABLE OF ANY OTHER EXISTING PLATFORM IN THE MARKET, WHICH IT DOES NOT OWN, OR TAKE PART IN IT, INCLUDING AMONG THESE, THOSE WHOSE PURPOSE IS TO RECEIVE OR MAKE PAYMENTS FOR ANY SERVICE CHARGES.
5. YOU ACKNOWLEDGE THAT WE MAY NOT ALWAYS IDENTIFY PAID SERVICES, SPONSORED CONTENT, OR COMMERCIAL COMMUNICATIONS AS SUCH; LIKEWISE, YOU ACKNOWLEDGE AND AFFIRM CONSCIOUSLY AND AGREE THAT, DESPITE SMUFFI PETS HAVING AS MAIN INTEREST TO PROVIDE YOU TIMELY AND ACCURATE INFORMATION ON THIRD-PARTY SERVICES THAT MAY BE OF INTEREST, AS WELL AS OFFERS, PROMOTIONS, LOCATION AND SPECIFICATIONS FROM OUR SPONSORS AND GENERALLY ANY INFORMATION THAT WE MAY BELIEVE TO BE OF INTEREST, ACCORDING TO YOUR PREFERENCES REGARDING YOUR USE OF THE SERVICE AND WHAT CAN BE DEDUCED FROM YOUR CONTENT, INFORMATION WHICH MAY BE INACCURATE OR INCORRECT AT TIMES. SMUFFI PETS WILL NOT HOLD ANY LIABILITY IN THIS CASE, HOWEVER, IF YOU FIND ANY INCORRECT OR INACCURATE INFORMATION, PLEASE CONTACT SMUFFI PETS IN ORDER TO REPORT THE SITUATION TO REPORT@SMUFFIPETS.COM
6. UNDER PROTEST TO STATE THE TRUTH, YOU GUARANTEE : (I) YOU OWN THE CONTENT POSTED BY YOU ON OR THROUGH THE SERVICE OR OTHERWISE HAVE THE RIGHT TO GRANT THE RIGHTS AND LICENSES SET FORTH IN THESE TERMS OF USE; (II) THE POSTING AND USE OF YOUR CONTENT ON OR THROUGH THE SERVICE DOES NOT VIOLATE, MISAPPROPRIATE OR INFRINGE ON THE RIGHTS OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, PRIVACY RIGHTS, PUBLICITY RIGHTS, COPYRIGHTS, TRADEMARK AND/OR OTHER INTELLECTUAL PROPERTY RIGHTS; (III) YOU AGREE TO PAY FOR ALL ROYALTIES, FEES, AND ANY OTHER MONIES OWED BY REASON OF CONTENT YOU POST ON OR THROUGH THE SERVICE; AND (IV) YOU HAVE THE LEGAL RIGHT AND CAPACITY TO ENTER INTO THESE TERMS OF USE IN YOUR JURISDICTION.
7. THE SERVICE CONTAINS CONTENT OWNED OR LICENSED BY SMUFFI PETS ("SMUFFI PETS CONTENT"). SMUFFI PETS CONTENT IS PROTECTED BY COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET AND OTHER LAWS, AND, AS BETWEEN YOU AND SMUFFI PETS, SMUFFI PETS OWNS AND RETAINS ALL RIGHTS IN THE SMUFFI PETS CONTENT AND THE SERVICE. YOU WILL NOT REMOVE, ALTER OR CONCEAL ANY COPYRIGHT, TRADEMARK, SERVICE MARK OR OTHER PROPRIETARY RIGHTS NOTICES INCORPORATED IN OR ACCOMPANYING THE SMUFFI PETS CONTENT AND YOU WILL NOT REPRODUCE, MODIFY, ADAPT, PREPARE DERIVATIVE WORKS BASED ON, PERFORM, DISPLAY, PUBLISH, DISTRIBUTE, TRANSMIT, BROADCAST, SELL, LICENSE OR OTHERWISE EXPLOIT THE SMUFFI PETS CONTENT.
8. THE SMUFFI PETS NAME AND LOGO ARE TRADEMARKS OF SMUFFI PETS, AND MAY NOT BE COPIED, IMITATED OR USED, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN PERMISSION OF SMUFFI PETS. IN ADDITION, ALL PAGE HEADERS, CUSTOM GRAPHICS,

BUTTON ICONS, CHARACTERS, AND SCRIPTS ARE SERVICE MARKS, TRADEMARKS AND/OR TRADE DRESS OF SMUFFI PETS, AND MAY NOT BE COPIED, IMITATED OR USED, IN WHOLE OR IN PART, WITHOUT PRIOR WRITTEN PERMISSION FROM SMUFFI PETS.

9. ALTHOUGH IT IS SMUFFI PETS' INTENTION FOR THE SERVICE TO BE AVAILABLE AS MUCH AS POSSIBLE, THERE WILL BE OCCASIONS WHEN THE SERVICE MAY BE INTERRUPTED, INCLUDING, WITHOUT LIMITATION, FOR SCHEDULED MAINTENANCE OR UPGRADES, FOR EMERGENCY REPAIRS, OR DUE TO FAILURE OF TELECOMMUNICATIONS LINKS AND/OR EQUIPMENT. ALSO, SMUFFI PETS RESERVES THE RIGHT TO REMOVE ANY CONTENT FROM THE SERVICE FOR ANY REASON, WITHOUT PRIOR NOTICE. CONTENT REMOVED FROM THE SERVICE MAY CONTINUE TO BE STORED BY SMUFFI PETS, INCLUDING, WITHOUT LIMITATION, IN ORDER TO COMPLY WITH CERTAIN LEGAL OBLIGATIONS, BUT MAY NOT BE RETRIEVABLE WITHOUT A VALID COURT ORDER. CONSEQUENTLY, SMUFFI PETS ENCOURAGES YOU TO MAINTAIN YOUR OWN BACKUP OF YOUR CONTENT. IN OTHER WORDS, SMUFFI PETS IS NOT A BACKUP SERVICE AND YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICE FOR THE PURPOSES OF CONTENT BACKUP OR STORAGE. SMUFFI PETS WILL NOT BE LIABLE TO YOU FOR ANY MODIFICATION, SUSPENSION, OR DISCONTINUATION OF THE SERVICES, OR THE LOSS OF ANY CONTENT. YOU ALSO ACKNOWLEDGE THAT THE INTERNET MAY BE SUBJECT TO BREACHES OF SECURITY AND THAT THE SUBMISSION OF CONTENT OR OTHER INFORMATION MAY NOT BE SECURE.
10. YOU AGREE THAT SMUFFI PETS IS NOT RESPONSIBLE FOR, AND DOES NOT ENDORSE, CONTENT POSTED WITHIN THE SERVICE. SMUFFI PETS DOES NOT HAVE ANY OBLIGATION TO PRESCREEN, MONITOR, EDIT, OR REMOVE ANY CONTENT. IF YOUR CONTENT VIOLATES THESE TERMS OF USE, YOU MAY BEAR LEGAL RESPONSIBILITY FOR THAT CONTENT.
11. EXCEPT AS OTHERWISE DESCRIBED IN THE SERVICE'S PRIVACY POLICY, AVAILABLE AT WWW.SMUFFIPETS.COM/PRIVACY AS AGREED BETWEEN YOU AND SMUFFI PETS, ANY CONTENT WILL BE NON-CONFIDENTIAL AND WE WILL NOT BE LIABLE FOR ANY USE OR DISCLOSURE OF CONTENT. YOU ACKNOWLEDGE AND AGREE THAT YOUR RELATIONSHIP WITH SMUFFI PETS IS NOT A CONFIDENTIAL, FIDUCIARY, OR OTHER TYPE OF SPECIAL RELATIONSHIP, AND THAT YOUR DECISION TO SUBMIT ANY CONTENT DOES NOT PLACE SMUFFI PETS IN A POSITION THAT IS ANY DIFFERENT FROM THE POSITION HELD BY MEMBERS OF THE GENERAL PUBLIC, INCLUDING WITH REGARD TO YOUR CONTENT. NONE OF YOUR CONTENT WILL BE SUBJECT TO ANY OBLIGATION OF CONFIDENCE ON THE PART OF SMUFFI PETS, AND SMUFFI PETS WILL NOT BE LIABLE FOR ANY USE OR DISCLOSURE OF ANY CONTENT YOU PROVIDE.
12. IT IS SMUFFI PETS' POLICY NOT TO ACCEPT OR CONSIDER CONTENT, INFORMATION, IDEAS, SUGGESTIONS OR OTHER MATERIALS OTHER THAN THOSE WE HAVE SPECIFICALLY REQUESTED AND TO WHICH CERTAIN SPECIFIC TERMS, CONDITIONS AND REQUIREMENTS MAY APPLY. THIS IS TO AVOID ANY MISUNDERSTANDINGS IF YOUR IDEAS ARE SIMILAR TO THOSE WE HAVE DEVELOPED OR ARE DEVELOPING INDEPENDENTLY. ACCORDINGLY,

SMUFFI PETS DOES NOT ACCEPT UNSOLICITED MATERIALS OR IDEAS, AND TAKES NO RESPONSIBILITY FOR ANY MATERIALS OR IDEAS SO TRANSMITTED. IF, DESPITE OUR POLICY, YOU CHOOSE TO SEND US CONTENT, INFORMATION, IDEAS, SUGGESTIONS, OR OTHER MATERIALS, YOU FURTHER AGREE THAT SMUFFI PETS IS FREE TO USE ANY SUCH CONTENT, INFORMATION, IDEAS, SUGGESTIONS OR OTHER MATERIALS, FOR ANY PURPOSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DEVELOPING AND MARKETING PRODUCTS AND SERVICES, WITHOUT ANY LIABILITY OR PAYMENT OF ANY KIND TO YOU.

REPORTING COPYRIGHT AND OTHER INTELLECTUAL PROPERTY VIOLATIONS.

1. SMUFFI PETS RESPECTS OTHER PEOPLE'S RIGHTS, AND EXPECT YOU TO DO THE SAME.
2. IF AS A RESULT OF YOUR CONTENT, YOU VIOLATE THE COPYRIGHT, INTELLECTUAL PROPERTY, TRADEMARK OR TRADE SECRET OF ANY PERSON, WHETHER INDIVIDUAL OR CORPORATION, YOU WILL BE SOLELY RESPONSIBLE AND YOU COULD BE HELD LEGALLY ACCOUNTABLE.
3. IF YOU REPEATEDLY INFRINGE OTHER PEOPLE'S INTELLECTUAL PROPERTY RIGHTS, WE WILL DISABLE YOUR ACCOUNT WHEN APPROPRIATE.

DISCLAIMER OF WARRANTIES

THE SERVICE, INCLUDING, WITHOUT LIMITATION, SMUFFI PETS CONTENT, IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER SMUFFI PETS NOR ITS PARENT COMPANY NOR ANY OF THEIR EMPLOYEES, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY, THE "SMUFFI PETS PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICE; (B) THE SMUFFI PET CONTENT; (C) USER CONTENT; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO SMUFFI PET OR VIA THE SERVICE. IN ADDITION, THE SMUFFI PET PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

THE SMUFFI PETS PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE SMUFFI PETS PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF

THE SERVICE IS AT YOUR SOLE RISK. THE SMUFFI PETS PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE SMUFFI PETS PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.

BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

THE SMUFFI PETS PARTIES DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES WILL THE SMUFFI PETS PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICE; (B) THE SMUFFI PETS CONTENT; (C) USER CONTENT; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICE; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE SMUFFI PETS PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICE; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; OR (H) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE SMUFFI PETS PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE). IN NO EVENT WILL THE SMUFFI PETS PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT

WILL THE SMUFFI PETS PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEEDS ONE THOUSAND MEXICAN PESOS (1000.00 MX).

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF SMUFFI PETS' ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE SMUFFI PETS PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE SMUFFI PETS PARTIES.

SMUFFI PETS IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA FROM THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

INDEMNIFICATION.

YOU AND ANY THIRD PARTY FOR WHOM YOU OPERATE AN ACCOUNT OR ACTIVITY ON THE SERVICE, AGREE TO DEFEND (AT SMUFFI PETS' REQUEST), INDEMNIFY AND HOLD THE SMUFFI PETS PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE FOLLOWING (INCLUDING AS A RESULT OF YOUR DIRECT ACTIVITIES ON THE SERVICE OR THOSE CONDUCTED ON YOUR BEHALF): (I) YOUR CONTENT OR YOUR ACCESS TO OR USE OF THE SERVICE; (II) YOUR BREACH OR ALLEGED BREACH OF THESE TERMS OF USE; (III) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION, ANY INTELLECTUAL PROPERTY RIGHT, PUBLICITY, CONFIDENTIALITY, PROPERTY OR PRIVACY RIGHT; (IV) YOUR VIOLATION OF ANY LAWS, RULES, REGULATIONS, CODES, STATUTES, ORDINANCES OR ORDERS OF ANY GOVERNMENTAL AND QUASI-GOVERNMENTAL AUTHORITIES, INCLUDING, WITHOUT LIMITATION, ALL REGULATORY, ADMINISTRATIVE AND LEGISLATIVE AUTHORITIES; OR (V) ANY MISREPRESENTATION MADE BY YOU. YOU WILL COOPERATE AS FULLY REQUIRED BY SMUFFI PETS IN THE DEFENSE OF ANY CLAIM. SMUFFI PETS RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU, AND YOU WILL NOT IN ANY EVENT SETTLE ANY CLAIM WITHOUT THE PRIOR WRITTEN CONSENT OF SMUFFI PETS.

ARBITRATION

ARBITRATION NOTICE: EXCEPT IF YOU OPT-OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU

AND SMUFFI PETS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

IN CASE OF ARBITRATION OF DISPUTES RELATING TO THE CLIENT, YOU AND SMUFFI PETS EXPRESSLY WAIVE TRIAL, AGREEING TO ABIDE BY THE ARBITRATION AWARD RENDERED IN PROCESS AS WELL AS TO SUBJECT, WITHIN THE TERRITORY, THE AGENCIES, AUTHORITIES AND OFFICIALS OF THE CITY OF MERIDA, YUCATAN STATE, MEXICO. NEITHER YOU NOR SMUFFI PETS WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THIS AGREEMENT. YOU ALSO AGREE NOT TO PARTICIPATE IN CLAIMS BROUGHT IN A PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S ACCOUNT, IF SMUFFI PETS IS A PARTY TO THE PROCEEDING. THIS DISPUTE RESOLUTION PROVISION WILL BE GOVERNED BY THE TITLE IV OF PART V OF THE CODE OF MEXICAN COMMERCE. THE RESULTING COMPLIANCE WITH THE RULING OF THE ARBITRATION, BE BINDING ON BOTH PARTIES. YOU AND SMUFFI PETS AGREE THAT, DESPITE ANY PROVISION OF APPLICABLE LAW, THE ARBITRATOR WILL NOT HAVE AUTHORITY TO AWARD DAMAGES, REMEDIES OR AWARDS THAT CONFLICT WITH THESE TERMS OF USE.

TIME LIMITATION ON CLAIMS.

CONVENTIONALLY, YOU AFFIRM AND SMUFFI PETS ACCEPTS THAT, ANY CLAIM OR REQUEST FOR ARBITRATION YOU INTERPOSE A RESULT OF YOUR RELATIONSHIP WITH SMUFFI PETS OR IN CONNECTION WITH IT, MUST BE SUBMITTED WITHIN 60 DAYS, ARISING FROM THE ALLEGED MOTIVE WHICH ORIGINATES THE COMPLAINT OR REQUEST FOR ARBITRATION, OTHERWISE, THE REASON THAT IT IS BASED, SHALL BE DEEMED NULL AND VOID AND THE REFEREE MUST INDICATE THE APPLICATION OR REQUEST FOR ARBITRATION, AS INADMISSIBLE.

GOVERNING LAW & VENUE

THESE TERMS OF USE ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE MEXICAN LAWS, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. FOR ANY ACTION AT LAW OR IN EQUITY RELATING TO THE ARBITRATION PROVISION OF THESE TERMS OF USE, THE EXCLUDED DISPUTES OR IF YOU OPT OUT OF THE AGREEMENT TO ARBITRATE, YOU AGREE TO RESOLVE ANY DISPUTE YOU HAVE WITH SMUFFI PETS EXCLUSIVELY IN COMMON-LAW OR FEDERAL COURTS LOCATED IN MERIDA, YUCATAN, MEXICO; IN ORDER TO RESOLVE SUCH LITIGATION DISPUTES AND RENOUNCING FROM THIS MOMENT, TO ANY OTHER JURISDICTION THAT BY REASON OF VENUE OR HOME YOU COULD RECIPROCATE.

IF ANY PROVISION OF THESE TERMS OF USE IS HELD TO BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE DURING ARBITRATION OR BY A COURT OF COMPETENT JURISDICTION, THEN THAT PROVISION WILL BE DEEMED SEVERABLE FROM THESE TERMS OF USE AND WILL NOT

AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS. SMUFFI PETS' FAILURE TO INSIST UPON OR ENFORCE STRICT PERFORMANCE OF ANY PROVISION OF THESE TERMS WILL NOT BE CONSTRUED AS A WAIVER OF ANY PROVISION OR RIGHT. NO WAIVER OF ANY OF THESE TERMS WILL BE DEEMED A FURTHER OR CONTINUING WAIVER OF SUCH TERM OR CONDITION OR ANY OTHER TERM OR CONDITION. SMUFFI PETS RESERVES THE RIGHT TO CHANGE THIS DISPUTE RESOLUTION PROVISION, BUT ANY SUCH CHANGES WILL NOT APPLY TO DISPUTES ARISING BEFORE THE EFFECTIVE DATE OF THE AMENDMENT. THIS DISPUTE RESOLUTION PROVISION WILL SURVIVE THE TERMINATION OF ANY OR ALL OF YOUR TRANSACTIONS WITH SMUFFI PETS.

ENTIRE AGREEMENT

IF YOU ARE USING THE SERVICE ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU ARE AUTHORIZED TO ENTER INTO AN AGREEMENT ON BEHALF OF THAT LEGAL ENTITY. THESE TERMS OF USE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND SMUFFI PETS AND GOVERNS YOUR USE OF THE SERVICE, SUPERSEDING ANY PRIOR AGREEMENTS BETWEEN YOU AND SMUFFI PETS. YOU WILL NOT ASSIGN THE TERMS OF USE OR ASSIGN ANY RIGHTS OR DELEGATE ANY OBLIGATIONS HEREUNDER, IN WHOLE OR IN PART, WHETHER VOLUNTARILY OR BY OPERATION OF LAW, WITHOUT THE PRIOR WRITTEN CONSENT OF SMUFFI PETS. ANY PURPORTED ASSIGNMENT OR DELEGATION BY YOU WITHOUT THE APPROPRIATE PRIOR WRITTEN CONSENT OF SMUFFI PETS WILL BE NULL AND VOID. SMUFFI PETS MAY ASSIGN THESE TERMS OF USE OR ANY RIGHTS HEREUNDER WITHOUT YOUR CONSENT. IF ANY PROVISION OF THESE TERMS OF USE IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR OTHERWISE UNENFORCEABLE, THE PARTIES NEVERTHELESS AGREE THAT SUCH PORTION WILL BE DEEMED SEVERABLE FROM THESE TERMS OF USE AND WILL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS, AND THE REMAINING PROVISIONS OF THE TERMS OF USE REMAIN IN FULL FORCE AND EFFECT. NEITHER THE COURSE OF CONDUCT BETWEEN THE PARTIES NOR TRADE PRACTICE WILL ACT TO MODIFY THE TERMS OF USE. THESE TERMS OF USE DO NOT CONFER ANY THIRD-PARTY BENEFICIARY RIGHTS.

TERRITORIAL RESTRICTIONS

THE INFORMATION PROVIDED WITHIN THE SERVICE IS NOT INTENDED FOR DISTRIBUTION TO OR USE BY ANY PERSON OR ENTITY IN ANY JURISDICTION OR COUNTRY WHERE SUCH DISTRIBUTION OR USE WOULD BE CONTRARY TO LAW OR REGULATION OR WHICH WOULD SUBJECT SMUFFI PETS TO ANY REGISTRATION REQUIREMENT WITHIN SUCH JURISDICTION OR COUNTRY. WE RESERVE THE RIGHT TO LIMIT THE AVAILABILITY OF THE SERVICE OR ANY PORTION OF THE SERVICE, TO ANY PERSON, GEOGRAPHIC AREA, OR JURISDICTION, AT ANY TIME AND IN OUR SOLE DISCRETION, AND TO LIMIT THE QUANTITIES OF ANY CONTENT, PROGRAM, PRODUCT, SERVICE OR OTHER FEATURE THAT SMUFFI PETS PROVIDES.

THE EFFECTIVE DATE OF THESE TERMS OF USE IS NOVEMBER 1, 2015. THESE TERMS OF USE WERE WRITTEN IN SPANISH (MEXICO). TO THE EXTENT ANY TRANSLATED VERSION OF THESE TERMS OF USE CONFLICTS WITH THE SPANISH VERSION, THE SPANISH SHALL PREVAIL.

COMMUNITY NORMS

WE HAVE CREATED THE FOLLOWING COMMUNITY NORMS IN ORDER TO ESTABLISH AND PROTECT THE SMUFFI PETS COMMUNITY. BY USING SMUFFI PETS, YOU ACCEPT THESE CONDITIONS AND OUR TERMS OF USE. WE ARE COMMITTED TO MEET THESE STANDARDS AND EXPECT YOU TO DO THE SAME. IF FOR SOME REASON YOU VIOLATE THESE RULES, WE RESERVE THE RIGHT TO DISABLE YOUR ACCOUNT.

SHARE ONLY THE CONTENT THAT YOU HAVE THE RIGHT TO SHARE.

YOU ARE THE OWNER OF THE CONTENT YOU POST ON SMUFFI PETS, REGARDLESS OF HAVING CONCEDED THE CORRESPONDING LICENSE IN OUR FAVOR. REMEMBER TO POST CONTENT THAT BELONGS TO YOU.

POST PHOTOS AND VIDEOS THAT ARE APPROPRIATE FOR A DIVERSE AUDIENCE.

AT SMUFFI PETS, OUR MAIN INTEREST IS TO HAVE A HEALTHY, SOCIALLY RESPONSIBLE COMMUNITY, SO WE ASK NOT POST LEWD OR OFFENSIVE AND MORALLY INAPPROPRIATE CONTENT. FOR SECURITY REASONS, WE MAY REMOVE IMAGES THAT SHOW CHILDREN TOTALLY OR PARTIALLY NUDE. WHILE THIS CONTENT IS SHARED WITH GOOD INTENTION, OTHER PEOPLE MIGHT USE IT INCORRECTLY OR INAPPROPRIATELY.

FOLLOW THE LAW.

AT SMUFFI PETS, WE REFUSE INDIVIDUALS OR INSTITUTIONS THAT SUPPORT OR PRAISE TERRORISM, ORGANIZED CRIME, OR HATE GROUPS. OFFERING SEXUAL SERVICES, BUYING OR SELLING ILLEGAL OR PRESCRIPTION DRUGS (EVEN IF IT'S LEGAL IN YOUR REGION), AS WELL AS PROMOTING RECREATIONAL DRUG USE IS ALSO NOT ALLOWED. REMEMBER TO ALWAYS FOLLOW THE LAW WHEN OFFERING TO SELL OR BUY REGULATED GOODS. WE REMIND YOU THAT IF FOR SOME REASON, REGULATIONS, POLICIES AND CONDITIONS GOVERNING THE USE OF SMUFFI PETS IS INAPPROPRIATE OR ILLEGAL IN YOUR JURISDICTION, YOU MUST AVOID USING OUR SERVICE.

THE RESPECT WE HAVE TOWARDS OUR MEMBERS AND VISITORS IS FUNDAMENTAL.

WE WANT TO PROMOTE A POSITIVE, DIVERSE COMMUNITY. WE REMOVE CONTENT THAT CONTAINS CREDIBLE THREATS OR HATE SPEECH, CONTENT THAT TARGETS PRIVATE INDIVIDUALS TO DEGRADE OR SHAME THEM, PERSONAL INFORMATION MEANT TO BLACKMAIL OR HARASS SOMEONE, AND REPEATED UNWANTED MESSAGES. THREATS TO ANY PERSON OR INSTITUTIONS WILL NOT BE TOLERATED.

TO SMUFFI PETS IT IS UNACCEPTABLE TO ENCOURAGE, POST OR DISPLAY ANY KIND OF VIOLENCE AGAINST HUMANS OR ANIMALS, INCLUDING SELF-INFLICTED, EXCEPT FOR THOSE WITH A PURPOSE OF MEDICAL INFORMATION. SMUFFI PETS DOES NOT TOLERATE TAUNTING, HARASSING, BULLYING OR HATE SPEECH BASED ON RACE, ETHNICITY, NATIONAL ORIGIN, SEX, GENDER, GENDER IDENTITY, SEXUAL ORIENTATION, RELIGIOUS AFFILIATION, DISABILITIES, OR DISEASES.

ENCOURAGING OR URGING PEOPLE TO SELF-HARM GOES AGAINST THIS SUPPORTIVE ENVIRONMENT, SO WE WILL REMOVE OR DISABLE ACCOUNTS THAT RECEIVE COMPLAINTS IN THIS REGARD. IN ORDER TO PROTECT OUR USERS, WE MAY ALSO REMOVE CONTENT IDENTIFYING VICTIMS OF SELF-HARM IF IT IS USED AS A WAY TO ATTACK OR RIDICULE.

PUBLICATION OF GRAPHIC CONTENT.

WE KNOW THAT IT IS POSSIBLE SOMETIMES, FOR THE BENEFIT OF OUR COMMUNITY, THAT SOME USERS OR INSTITUTIONS POST PHOTOS OR VIDEOS THAT INVOLVE A CERTAIN DEGREE OF VIOLENCE. IN THESE CASES SUCH PUBLICATIONS, AT THE DISCRETION OF SMUFFI PETS, WILL NOT BE REMOVED, AS WE ARE AWARE THAT THIS TYPE OF CONTENT IS SHARED IN ORDER TO CONDEMN THESE PRACTICES, OR TO RAISE AWARENESS. WE ENCOURAGE YOU TO CAPTION YOUR PHOTO WITH A WARNING ABOUT GRAPHIC VIOLENCE.

HELP US KEEP THE COMMUNITY TOGETHER:

EACH AND EVERY ONE OF US IS AN IMPORTANT PART OF THE SMUFFI PETS COMMUNITY. IF YOU SEE SOMETHING THAT YOU BELIEVE VIOLATES OUR RULES, PLEASE CONTACT US AND LET US KNOW AT ABUSE@SMUFFIPETS.COM

YOU MAY FIND CONTENT YOU DO NOT LIKE BUT THAT DOES NOT INFRINGE THE COMMUNITY RULES. UNDER THIS ASSUMPTION, YOU CAN NOTIFY US TO REPORT@SMUFFIPETS.COM AND WE WILL REVIEW THE CASE IN ORDER TO MAKE THE BEST DECISION.

MANY DISPUTES AND MISUNDERSTANDINGS CAN BE RESOLVED DIRECTLY BETWEEN MEMBERS OF THE COMMUNITY. IF ONE OF YOUR PHOTOS OR VIDEOS WAS RE-POSTED BY SOMEONE ELSE OR IF YOU THINK SOMEONE MAY BE VIOLATING YOUR TRADEMARK OR COPYRIGHT, YOU COULD TRY COMMENTING ON THE POST AND ASKING THE PERSON TO TAKE IT DOWN. IF THAT DOESN'T WORK, LET US KNOW AT REPORT@SMUFFIPETS.COM AND WE WILL TAKE THE BEST DECISION POSSIBLE.

YOU CAN FILE A COMPLAINT FOR INFRINGEMENT OF COPYRIGHT AT ANY TIME SO THAT WE CAN CARRY OUT THE NECESSARY INVESTIGATIONS. IF YOU BELIEVE THAT SOMEONE IS INFRINGING YOUR TRADEMARK, YOU CAN ALSO FILE A COMPLAINT FOR BREACH OF TRADEMARK. DO NOT TARGET THE PERSON BY POSTING SCREENSHOTS OR DRAW ATTENTION TO THE SITUATION, AS IT MAY BE CONSIDERED HARASSMENT.

TO HELP KEEP THE COMMUNITY SAFE, THERE ARE TIMES WHEN WE WORK WITH LAW ENFORCEMENT INCLUDING WHEN WE BELIEVE THAT THERE'S RISK OF PHYSICAL HARM OR THREAT TO PUBLIC SAFETY.

FOR MORE INFORMATION, VISIT THE HELP DESK OR READ THE CONDITIONS OF USE.

THANK YOU FOR HELPING TO CREATE ONE OF THE BEST COMMUNITIES IN THE WORLD.