

Terms of Use

PetsEdmonton.com was created to provide a one-stop source of information, resources and entertainment for dog and cat lovers in Edmonton and surrounding areas.

Acceptance of Terms of Use

Your access to the website www.PetsEdmonton.com (the Site) is subject to these Terms of Use (the Agreement) as well as all applicable laws. By accessing and using the Site, you demonstrate unconditional acceptance of the Agreement without limitation or qualification. PetsEdmonton.com may, at any time at its discretion, revise or cancel any of the materials featured on the Site without notice. Your continued use of the Site constitutes your acceptance of such revisions. If you do not agree to these Terms, please do not use this Site in any way. The Site and information contained within is intended for use in Edmonton, Alberta, Canada and surrounding areas.

Applicable Law

The laws of Alberta will govern this Agreement and the Site and you agree that any dispute arising out of or relating to this Agreement or the Site will be subject to the exclusive jurisdiction and venue of the federal and provincial courts in the Province of Alberta. You acknowledge and agree that any violation of this Agreement may cause PetsEdmonton.com irreparable harm, and therefore agree that PetsEdmonton.com will be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders and injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that PetsEdmonton.com may have for a breach of this Agreement.

Communication & Privacy

Use of the Site is subject to PetsEdmonton.com's [Privacy Policy](#). If you choose to sign up to receive Critter Chronicles, the monthly e-newsletter, your email address will be used to forward the e-newsletter to you. If at any time you no longer wish to receive the e-newsletter choose the unsubscribe option at the bottom of the e-newsletter.

PetsEdmonton.com may use your email address to send you messages notifying you of changes to the Site if you have indicated that you wish to receive this information. Further, we may contact you by telephone if you voluntarily provide us with your telephone number, in order to communicate with you regarding the Site. If you do not want to receive such email messages or telephone calls please refer to our [Privacy Policy](#) to review your options.

The Site is not a secure medium for email communications. Any confidential, proprietary or sensitive information transmitted by means of the Site through email may be read and/or copied by unauthorized persons. You are responsible, at your own expense, to obtain and maintain all necessary equipment, software and communication links as required in order to access the Site. When using the Site, it is your responsibility to take reasonable precautions to scan for computer viruses and other items of a destructive nature. You should ensure you have a complete and current backup of the information on your computer system prior to using the Site.

Copyright

Reproduction of the whole or any part of the Site or the materials on the Site without the prior written permission of PetsEdmonton.com is strictly prohibited. All documents and images contained within the Site are protected by Canadian and international copyright laws. The written permission of the owners must be obtained prior to any use whatsoever of any material from the Site. No logo, graphic, sound or image from the Site may be copied or retransmitted unless expressly agreed to by PetsEdmonton.com. No pictures may be used without obtaining prior written permission from PetsEdmonton.com.

Copyright Concerns

PetsEdmonton.com respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us immediately at info@petsedmonton.com.

Disclaimer

The material displayed on the Site and the functionality of the Site are provided "as is" without warranties or conditions of any kind either expressed or implied. To the fullest extent possible under applicable law, PetsEdmonton.com disclaims all warranties and conditions respecting the material, expressed or implied, including but not limited to, implied warranties or conditions of merchantability and fitness for a particular purpose, non-infringement or other violation of rights.

PetsEdmonton.com does not warrant or make any other representations regarding the use, accuracy, timelines, applicability, performance, security, availability or reliability of the Site or any sites linked to the Site, or the results from the use of the Site or any sites linked to the Site, or otherwise respecting the materials on the Site or any sites linked to the Site.

All information on the Site is subject to change without notice. The information on the Site is intended for general information and as an aid to understanding the products and services available through the businesses that are partnered with PetsEdmonton.com. It is not designed to provide specific medical, legal or other advice. Material contained on or accessible

from the Site is for informational purposes only. The Content is not intended to be a substitute for professional veterinarian advice, diagnosis or treatment and you agree not to use it as such. Seek the advice of your veterinarian or other qualified animal health provider with any questions or concerns you may have about an animal health condition. Never disregard professional veterinarian advice or delay seeking it because of the Site content. If you think you may have an animal health emergency, seek veterinarian care immediately.

Disclosure

You acknowledge and agree that PetsEdmonton.com may disclose information you provide if required or permitted to do so by law, at the request of a third party, or if we, in our sole discretion, believe that disclosure is reasonable to (1) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); (2) protect or defend PetsEdmonton.com's, or a third party's, rights; or (3) protect someone's life, health or safety, such as when harm or violence against any person (including the user) is threatened

General

No Agency – You and PetsEdmonton.com are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

Assignment – You may not assign, transfer, delegate or sublicense any of your rights under this Agreement. We may assign, transfer, delegate or sublicense any of our rights under this Agreement.

Severability – If any provision of this Agreement is illegal, void or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary for the rest of the Agreement to remain enforceable.

No Waiver – Our failure to enforce any part of this Agreement shall not constitute a waiver of our right to later enforce that or any other part of this Agreement. Waiver of compliance in any particular instance, does not mean that we will do so in the future. In order for any waiver of compliance with this Agreement to be binding, PetsEdmonton.com must provide you with written notice of such waiver, provided by one of our authorized representatives.

Illegal or Prohibited Use

By using the Site you agree that you are at least 18 years old (or the age of majority in your jurisdiction if it is older) or have obtained permission from a legal guardian who agrees that you can use the Site. You agree that you will not use the Site in any way that is against the law or the Terms of Use, this Agreement. You may not damage or disable the Site, interfere with other people's use of the Site, attempt to gain unauthorized access to any PetsEdmonton.com computer system, including any server used to host the Site. This includes hacking, password mining or any other means.

Indemnification

You agree to indemnify, defend and hold harmless PetsEdmonton.com, Make Your Mark! Marketing and all its wholly owned subsidiaries and their respective officers, directors, employees, agents and third parties, from any claims, causes of action, debts, losses, costs, liabilities and expenses (including reasonable legal fees) relating to or arising, directly or indirectly, out of (a) your use of or inability to use the Site or services, (b) any user postings made by you, (c) your violation of any terms of this Agreement or your violation of any rights of a third party, or (d) your violation of any applicable laws, rules or regulations. PetsEdmonton.com reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with PetsEdmonton.com in asserting any available defenses.

Information Submitted

You are solely responsible for and assume all liability regarding any comments or information that you contribute to the Site. PetsEdmonton.com maintains the right to remove any content you submit that is deemed to be inappropriate by PetsEdmonton.com.

License to Posted Content

By posting information or content to any profile pages or public area of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to PetsEdmonton.com and its users, an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, reproduce, publicly perform, publicly display and distribute such information and content, and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sub-licenses of the foregoing. You further waive any moral rights you may have in any such information or content.

Limitation of Liability

Under no circumstances, including, but not limited to, negligence shall PetsEdmonton.com or Make Your Mark! Marketing be liable for any direct, indirect (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like), special, punitive, incidental, or consequential damages arising out of the use of, or the inability to use, the Site and/or the materials found on or linked through the Site. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the Site or on the internet generally.

Links to Third Party Sites

The Site contains links to the websites of other companies and/or organizations, including partners of PetsEdmonton.com and companies who purchase advertising on the Site. These third party websites are not controlled by PetsEdmonton.com and therefore PetsEdmonton.com is not responsible for and does not guarantee the content on these websites in any way and the inclusion of any link does not imply that PetsEdmonton.com endorses or accepts any responsibility for the content on such third-party websites. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Site (including payment and delivery of related goods or services, any personal information or opt-in contact information voluntarily given to advertisers, and any other terms, conditions, warranties or representations associated with such dealings) are solely between you and such advertiser/s. These links are provided for your convenience only and it is your choice as to whether or not you visit these third party websites.

Publication of advertising on the Site does not necessarily constitute endorsement of a particular product or service. Although we have attempted to feature leading businesses and services we do not presume to judge the professional capabilities of persons and firms represented on the Site. Users should always make their own independent evaluations and exercise their own judgment before using any business including those represented on the Site. PetsEdmonton.com disclaims all representations and warranties (both expressed and implied) regarding the accuracy, completeness and/or suitability of the information presented on the Site for any purpose. In no event shall PetsEdmonton.com be responsible for the consequences associated with the use of this information.

Links from Third Party Sites

PetsEdmonton.com fully supports and encourages businesses who are official trusted business partners who have an agreement in place who are represented on the Site to link from their website to PetsEdmonton.com. These official partnering businesses can link via text or through representation of the PetsEdmonton.com logo on their respective website.

For other businesses who are not an official business partner represented on PetsEdmonton.com, we encourage links to the Site through text only and any and all such links must respect these Terms of Use and must not confuse the user as to the source of the material through practices such as framing.

Miscellaneous

This Agreement, which you accept upon using the Site and the [Privacy Policy](#), comprise the entire Agreement between you and PetsEdmonton.com regarding the use of the Site, replacing any prior Agreements between you and PetsEdmonton.com related to your use of the Site (including, but not limited to, any prior versions of this Agreement). Unless otherwise explicitly stated, the Agreement will survive termination of your use of the Site. The failure of PetsEdmonton.com to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. To the maximum extent permitted by law, any claim or cause of action arising out of or related to the use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Term and Termination

This Agreement will become effective upon your acceptance of the Agreement by your use of the Site and will remain in full force and effect until terminated hereunder. Either you or PetsEdmonton.com may terminate your access to the Site at any time, for any reason or no reason, without explanation. PetsEdmonton.com reserves the right to immediately suspend or terminate your access to the Site, without notice, for any reason or no reason.

Upon termination, the user must cease use of the Site and destroy all materials obtained from the Site, and all related documentation and all copies thereof, whether made under this Agreement or otherwise, and/or take any additional or alternative reasonable steps that PetsEdmonton.com may direct in respect of the termination of the use.

PetsEdmonton.com fully supports the ethical treatment of all animals and seeks to represent information that fosters a better understanding of the relationship between humans and their companion animals. PetsEdmonton.com will promptly remove any comments or posts that contravene this belief.

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