

PETSOPIA TERMS OF SERVICE

1. INTRODUCTION & ACCEPTANCE

1.1 Agreement Overview

These Terms of Service ("**Terms**," "**Agreement**," or "**T&Cs**") govern your access to and use of the [PetsOpia.ai](https://petsopia.ai) website, mobile application, and all services, features, content, and tools offered by **Vertex AI Systems Inc., dba PetsOpia, LLC** ("**PetsOpia**," "**we**," "**us**," "**our**"). These Terms form a legally binding contract between you ("**you**," "**user**," "**pet owner**," "**veterinarian**," or "**client**") and PetsOpia.

Important Notice for International Users. If you are located in the European Economic Area, the United Kingdom, Switzerland, or Canada, additional legal obligations apply to PetsOpia's processing of personal data and personal information. These additional obligations are set forth in Section 4 (Data Protection and Jurisdiction-Specific Limitations) and in our Privacy Policy. To the extent any provision of these Terms conflicts with mandatory data protection or privacy law applicable in your jurisdiction, the requirements of applicable law will prevail.

1.2 Acceptance of Terms

By accessing or using PetsOpia, you acknowledge that you have read these Terms in their entirety, understand all provisions including those relating to data protection and AI licensing, and agree to be bound by all terms and conditions herein. You represent that you are at least 18 years old (or the legal age of majority in your jurisdiction), have the authority to bind yourself to this Agreement, will comply with all applicable laws and regulations, and accept all risks associated with using our services. If you do not agree with these Terms, you may not use PetsOpia.

1.3 Modifications to Terms

PetsOpia reserves the right to modify these Terms at any time. Changes will be effective immediately upon posting to our website with an updated "Last Updated" date. We will provide advance notice (at least 30 days) for material changes via email or prominent website notification. Your continued use of PetsOpia after changes constitutes your acceptance of such modifications. If you disagree with changes, you may terminate your account.

2. USER ACCOUNTS & REGISTRATION

2.1 Account Eligibility

You represent and warrant that you are at least 18 years old (or the legal age of majority in your jurisdiction), are not a minor or legally incompetent, have the legal authority to enter into this Agreement, are not located in a jurisdiction where PetsOpia is prohibited, and are not a resident of sanctioned jurisdictions as defined by the U.S. Office of Foreign Assets Control (OFAC).

2.2 Account Registration

To create an account, you must provide your full name, email address, a strong password, an optional phone number, pet information (name, species, breed, age, weight), and location information. You agree that all information provided is accurate, complete, truthful, and is your sole responsibility to maintain and update promptly.

2.3 Account Responsibility & Security

You are responsible for maintaining the confidentiality of your password and login credentials, all activities that occur under your account, notifying PetsOpia immediately of unauthorized access or security breaches, and monitoring your account for suspicious activity. You agree not to share your account with others, permit someone to access your account without authorization (except authorized family members for pet care coordination), use another person's account without permission, or create multiple accounts

to circumvent restrictions. PetsOpia is not liable for unauthorized access due to your negligence, loss or damage resulting from compromised credentials, or actions taken by anyone with access to your account.

2.4 Account Termination

You can terminate your account at any time by visiting your account settings, emailing support@petsopia.ai, or following the account deletion process in the mobile app. Upon termination, your access to PetsOpia ends immediately, your personal information is deleted (subject to Privacy Policy exceptions), your pet's medical records are retained for 10 years, and you lose access to any pending referrals or consultations. PetsOpia may terminate your account if you violate these Terms, engage in unlawful or fraudulent activity, abuse other users or veterinarians, violate applicable laws or regulations, fail to use the platform within 24 consecutive months, or we determine termination is necessary for business, legal, or safety reasons. Termination by PetsOpia may be with or without cause and with or without notice, except where required by law.

3. PROHIBITED CONDUCT & ACCEPTABLE USE POLICY

3.1 Prohibited Activities

You agree NOT to use PetsOpia to engage in illegal activity; violate any federal, state, local, or international law or regulation; facilitate or profit from illegal activities; or upload content that violates law. You will not infringe copyright, trademark, patent, or intellectual property rights; upload content you don't own or have no right to distribute; plagiarize or misrepresent authorship; or violate any third-party intellectual property rights.

You agree not to harass, threaten, intimidate, or abuse veterinarians, clinics, or other users; engage in cyberbullying, discrimination, or hate speech; post discriminatory content based on protected characteristics; defame, slander, or libel any individual or organization; create hoaxes or fraudulent schemes; or stalk, dox, or attempt to identify and harm users.

You will not transmit viruses, malware, worms, or harmful code; conduct phishing, spoofing, or social engineering attacks; attempt unauthorized access to PetsOpia systems or other users' accounts; conduct DDoS attacks; or exploit security vulnerabilities. You will not impersonate any person, veterinarian, clinic, or organization; create fake accounts or profiles; misrepresent your qualifications or credentials; engage in fraud, scams, or schemes; make false or misleading health claims; recommend unproven treatments; or solicit money or sensitive information deceptively.

Licensed veterinarians will not diagnose or prescribe without establishing valid VCPR as required by state law; prescribe medications outside the scope of veterinary medicine; facilitate unlicensed practice of veterinary medicine; provide medical advice without proper licensure; or violate state veterinary practice act requirements.

You will not provide advice, diagnoses, or treatments that violate medical or veterinary standards; recommend dangerous, untested, or prohibited treatments; encourage self-diagnosis or self-treatment without professional guidance; promote unproven remedies or dangerous substances; or spread medical misinformation or health disinformation.

You will not collect, scrape, or harvest user data without permission; use automated systems (bots, scrapers) to extract data from PetsOpia; violate user privacy or confidentiality; attempt to de-anonymize or re-identify individuals; share another person's medical records without consent; or violate veterinary record confidentiality laws. You will not use PetsOpia for unauthorized commercial purposes; spam or engage in unsolicited bulk messaging; sell user data or contact information; create competing products based on PetsOpia's content or data; reverse engineer or attempt to access proprietary systems; or bypass paywalls or subscription restrictions.

You will not upload, transmit, or display child sexual abuse material (CSAM); post content depicting animal abuse or cruelty; share extreme violence, gore, or torture; distribute non-consensual intimate

imagery; post content promoting self-harm, suicide, or eating disorders; or engage in revenge porn or non-consensual pornography.

3.2 Enforcement

PetsOpia may, at its sole discretion, remove content that violates these Terms, suspend or disable your account access, terminate your account, report violations to law enforcement, or take legal action to recover damages. You acknowledge that enforcement is not automatic, not all violations may be detected, and PetsOpia is not obligated to police user conduct, though we may cooperate with law enforcement and preserve user data for legal proceedings.

4. CONTENT & INTELLECTUAL PROPERTY RIGHTS

4.1 Your Content

"Your Content" includes any information, data, text, images, videos, recordings, medical records, pet information, reviews, comments, or other material you upload, submit, post, or otherwise provide to PetsOpia.

4.2 Your License to PetsOpia

By uploading or submitting Your Content, you grant PetsOpia a non-exclusive, transferable, sublicensable, royalty-free, worldwide license to host, store, maintain, display, reproduce, distribute, transmit, create derivative works from, and use Your Content for analytics, research, and improvement of services. You also grant PetsOpia the right to use aggregated or de-identified versions of Your Content for any purpose. This license is perpetual and survives deletion of Your Content or termination of your account (for de-identified or aggregated uses).

4.3 Data Protection and Jurisdiction-Specific Limitations

Notwithstanding anything to the contrary in these Terms, if and to the extent Your Content includes **personal data** relating to an identified or identifiable natural person located in the European Economic Area, the United Kingdom, Switzerland, or Canada, PetsOpia's collection and use of that personal data (including for AI and machine learning purposes) will be subject to applicable data protection laws, including the EU General Data Protection Regulation (GDPR), the UK GDPR, the Swiss Federal Act on Data Protection (FADP), and Canadian federal or provincial privacy laws (including PIPEDA, Quebec Law 25 / Bill 64, and applicable provincial privacy legislation). PetsOpia will only process such personal data where it has a valid legal basis (such as your consent, performance of a contract, compliance with a legal obligation, or PetsOpia's legitimate interests balanced against your rights and interests) and will implement appropriate technical and organizational measures to protect that personal data.

Legal Basis for AI Training. Where Your Content contains personal data that will be used by PetsOpia to train, develop, test, or improve artificial intelligence or machine learning models, PetsOpia will establish and document a lawful basis for such processing in accordance with applicable data protection law. For users located in the EU/EEA, UK, or Switzerland, PetsOpia may rely on **explicit opt-in consent** (which you may withdraw at any time), **legitimate interests** (subject to a documented balancing test, data protection impact assessment, and safeguards against harm to data subjects), or other applicable legal bases. For users located in Canada, PetsOpia will obtain **meaningful consent** that clearly describes the purpose of AI training, the commercial use of resulting models, and any material consequences of consenting or refusing, and such consent may be withdrawn on a going-forward basis.

Data Subject Rights. You have additional rights with respect to personal data, which may include the right to request access, rectification, erasure, restriction of processing, data portability, objection to processing, and not to be subject to automated decision-making or profiling (where applicable). PetsOpia will honor such rights in accordance with applicable law. Where technical limitations prevent direct modification of an already-trained AI model (for example, because individual un-learning from a frozen model is not feasible), PetsOpia may implement functional alternatives such as output filtering, result suppression, audit trail design, or documented suppression logic, provided the rationale is recorded.

Where Your Content relates to another person's pet or medical information, that person's data subject rights may also apply.

Withdrawal of Consent. If PetsOpia relies on your consent to process personal data for AI/ML training or related analytics, you may withdraw that consent at any time. Upon withdrawal, PetsOpia will cease processing that personal data for those purposes on a going-forward basis, subject to reasonable time for implementation and subject to PetsOpia's rights to continue processing where another legal basis applies (for example, to comply with legal obligations or to defend legal claims). Withdrawal of consent does not affect the lawfulness of processing that occurred before withdrawal.

Data Minimization and Safeguards. When using Your Content that qualifies as personal data for AI/ML training, PetsOpia will apply data minimization and de-identification techniques where feasible, and will conduct data protection impact assessments (DPIAs) when required by law. In particular, for large-scale scraping, novel data types, or special category data (such as information related to health status or medical diagnoses), PetsOpia will conduct a DPIA and document its findings before beginning training. PetsOpia will implement additional safeguards appropriate to the nature and scale of the processing, including but not limited to prompt filtering for sensitive information, exclusion of high-risk input types, testing for memorization or data leakage, and output filtering to prevent regurgitation of training data.

4.4 AI Models & Machine Learning License

Scope and Grant of License. By submitting Your Content to PetsOpia—including all information, data, medical records, clinical notes, diagnostic information, treatment outcomes, behavioral patterns, symptom descriptions, images, videos, and any other material you upload, submit, or provide through the platform—you grant PetsOpia, its successors, affiliates, partners, and authorized licensees an irrevocable (to the maximum extent permitted by applicable law), perpetual, worldwide, non-exclusive, royalty-free, fully paid-up, transferable, and sublicensable license to use, copy, modify, adapt, and create derivative works from Your Content for all purposes related to the development, training, improvement, refinement, testing, validation, and deployment of artificial intelligence and machine learning technologies, models, systems, algorithms, and applications.

Development and Training of AI Models. You authorize PetsOpia to use all Your Content for the purpose of training, developing, and improving artificial intelligence and machine learning models, algorithms, and systems. This includes the use of Your Content to conduct machine learning research, develop neural networks, perform deep learning operations, create natural language processing applications, develop computer vision systems, benchmark and evaluate model performance, conduct statistical analysis and data mining, and train any current or future forms of artificial intelligence technology. PetsOpia may combine Your Content with information from other users and sources to create aggregate training datasets, de-identify and anonymize Your Content for machine learning purposes, and pool data across users to develop and refine AI models that may benefit the platform, other users, or external parties.

Distribution, Commercialization, and Licensing of AI Models. PetsOpia may distribute, commercialize, license, and sublicense any AI or machine learning models, applications, products, services, or technologies developed or trained using Your Content to third parties, including competitors, partners, research institutions, healthcare entities, veterinary organizations, technology companies, and any other commercial or non-commercial entities. This includes offering AI models as commercial products or services through direct sale, subscription arrangements, licensing agreements, API access, integration into other platforms or products, white-label solutions, and any other distribution or commercialization mechanism. PetsOpia may sell, assign, transfer, or otherwise convey rights to AI models to other companies, investors, or entities, and may grant sublicenses permitting downstream recipients to further license, distribute, or commercialize AI models developed using Your Content. These AI models may compete directly with services you offer, may replicate functionality available on the PetsOpia platform, and may be used by competitors in the pet care, veterinary, healthcare, or related industries.

Limitations on Waiver of Data Subject Rights. Notwithstanding the foregoing grants and waivers, nothing in this Section 4.4 is intended to limit any non-waivable rights you may have under applicable data protection laws as a data subject (for example, rights of access, erasure, objection, or portability under the GDPR, UK GDPR, Swiss FADP, or Canadian privacy laws). If a conflict arises between the terms of this license and mandatory data protection rights, the mandatory requirements of applicable law will prevail, and PetsOpia will honor such rights in accordance with Section 4.3 above.

No Compensation or Approval Rights. You acknowledge and agree that PetsOpia shall not owe you any compensation, royalties, revenue share, profit share, or other payment of any kind in connection with its development, training, or commercialization of AI models using Your Content. You retain no ownership interest, equity interest, or financial interest in any AI models. You shall have no right to receive information about AI models trained using Your Content, including information regarding their capabilities, performance metrics, commercial value, applications, licensees, or revenue generation. You shall have no approval rights over PetsOpia's use of Your Content for AI development, no consultation rights regarding AI model design or deployment, and no veto power over the commercialization or distribution of AI models. PetsOpia is under no obligation to acknowledge your contribution to any AI models or to identify you as a source of training data. You irrevocably and unconditionally waive all claims, rights, and remedies related to compensation for Your Content, ownership of AI models, revenue generated from AI commercialization, moral rights or attribution in connection with AI development, and trade secret misappropriation—provided that you do not waive non-waivable data protection rights as a data subject under applicable law.

Scope of AI Applications. The license granted herein encompasses all current artificial intelligence and machine learning technologies and all use cases, including but not limited to diagnostic systems, prognostic systems, predictive systems, generative systems, supervised learning, unsupervised learning, reinforcement learning, generative AI, large language models, multimodal models, diffusion models, computer vision systems, and natural language processing. The license applies to all industries and purposes to which AI models may be applied, and there are no restrictions on the categories of entities to which AI models may be licensed or distributed, or the geographic regions in which AI models may be deployed. PetsOpia may use Your Content to develop AI models that directly compete with any products or services you offer through PetsOpia or any other platform.

4.5 Your Representations & Warranties

By submitting Your Content to PetsOpia, you represent, warrant, and covenant that: (a) you are the sole owner of all intellectual property rights in Your Content, or you hold a valid license from the intellectual property rights holder that permits you to grant the licenses described in this Section 4; (b) you have obtained all necessary permissions, consents, authorizations, and releases from all third parties whose information, likenesses, medical records, personal data, or confidential information is contained in Your Content, including pet owners, veterinarians, veterinary clinics, healthcare providers, and any other individuals or entities whose data appears in Your Content, and such consents specifically authorize the use of such information for training artificial intelligence and machine learning models; (c) if you are a veterinarian or veterinary clinic submitting medical records, case notes, diagnostic information, or clinical data, you hold valid legal authority to submit such records and have obtained explicit informed consent from all pet owners or responsible parties whose animals are referenced therein to permit such submission and to authorize PetsOpia's development and commercialization of AI models based on such clinical data; (d) Your Content does not infringe, violate, or misappropriate any copyright, trademark, patent, trade secret, moral right, publicity right, privacy right, or other intellectual property or proprietary right of any third party; (e) Your Content complies with all applicable federal, state, local, and international laws and regulations, including but not limited to laws governing veterinary practice, medical record confidentiality, privacy, data protection, consumer protection, and animal welfare; (f) Your Content is accurate, truthful, and not deceptive or misleading; and (g) you have full legal authority to enter into this Agreement and grant the licenses described in this Section 4, and no spouse, guardian, parent company, employer, client, or other third party holds any right or claim that would prevent you from granting such licenses.

You indemnify, defend, and hold harmless PetsOpia, its officers, directors, employees, agents, and legal representatives from and against any and all claims, actions, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to any breach of the representations and warranties set forth in this Section, any infringement or violation of third-party rights caused by Your Content or your submission thereof to PetsOpia, any violation of applicable law, or any claim by a third party (including pet owners, veterinarians, or other individuals or entities whose information appears in Your Content) that you lacked authority to submit Your Content to PetsOpia or to grant the AI/ML license herein.

4.6 PetsOpia's Intellectual Property

PetsOpia owns and retains all right, title, and interest in and to all intellectual property rights in the PetsOpia platform, including but not limited to the website, mobile application, software, algorithms, source code, object code, database structures, user interface design, graphics, layout, visual elements, logos, trademarks, service marks, domain names, business methods, technical innovations, and any other intellectual property or proprietary asset. PetsOpia further owns and retains all right, title, and interest in and to all intellectual property rights in any AI models, machine learning algorithms, neural networks, trained systems, predictive models, or other artificial intelligence technologies developed, trained, or improved using Your Content or any other content on the PetsOpia platform, regardless of whether such AI technologies were developed using Your Content alone or in combination with content from other users, publicly available data, or other sources. This ownership is exclusive and absolute, and includes the right to obtain, maintain, enforce, license, sublicense, and commercialize such AI intellectual property without restriction.

You receive a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use PetsOpia solely for your personal, non-commercial purposes. You may not reproduce, distribute, transmit, display, or otherwise disseminate any PetsOpia intellectual property to third parties. You may not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying algorithms, or proprietary methods of the PetsOpia platform or any AI models developed by PetsOpia. You may not remove, obscure, or alter any copyright notices, trademark designations, or other proprietary markings on PetsOpia. You may not use PetsOpia or its content for any commercial, competitive, or business use without PetsOpia's prior written consent. You may not create derivative works, competing products, or alternative services based on PetsOpia's platform, content, or technology. You may not extract, collect, scrape, or use Your Content or other data from the PetsOpia platform to train artificial intelligence models, machine learning systems, or competing technologies.

4.7 Third-Party Content

PetsOpia may contain content from third parties (veterinarians, manufacturers, educational providers, etc.). Third-party content is licensed to PetsOpia or used with permission. You acknowledge that third-party content is subject to its owners' intellectual property rights and you may not reproduce, distribute, or modify third-party content without permission. Violations may result in legal action against you.

5. VETERINARY SERVICES & TELEMEDICINE

5.1 Not a Veterinary Provider

PetsOpia is NOT a veterinary clinic or provider. We are an information and referral platform connecting pet owners with licensed veterinarians. PetsOpia does not provide veterinary medical care, diagnose, prescribe, or treat animals, establish a veterinarian-client-patient relationship (VCPR) on your behalf, or provide telemedicine consultations (except where explicitly offered in compliant states). All medical advice must come from a licensed veterinarian.

5.2 VCPR Requirements

If PetsOpia facilitates telemedicine (available only in CA, FL, VA, DC), a valid VCPR must exist or be established between the veterinarian and you. In most states, VCPR requires an in-person examination

before diagnosis or prescribing. You confirm that you have seen the veterinarian in person for your pet (unless state law permits virtual VCPR). Telemedicine is not appropriate for all conditions; your veterinarian may require in-person examination. You acknowledge limitations of virtual examinations.

5.3 Veterinarian Responsibilities

Licensed veterinarians using PetsOpia to offer telemedicine are responsible for complying with their state's veterinary practice act, establishing valid VCPR before providing medical advice or prescriptions, adhering to state-specific telemedicine requirements and prescribing limits, maintaining professional liability insurance, adhering to standards of care and professional conduct, understanding limitations of telemedicine, and obtaining appropriate informed consent. PetsOpia does not supervise or monitor veterinarians' clinical decisions. Veterinarians are independent practitioners solely responsible for their conduct.

5.4 Your Responsibilities (Telemedicine)

If using PetsOpia telemedicine services, you agree to provide accurate and complete pet health information, disclose all relevant medical conditions, medications, and allergies, seek in-person veterinary care immediately if advised by the veterinarian, understand that telemedicine cannot replace in-person examinations for many conditions, follow veterinarian's instructions and recommendations, obtain necessary informed consent before telemedicine consultations, and understand state-specific prescribing limits and restrictions.

5.5 Telemedicine Disclaimers

You acknowledge that telemedicine cannot replace in-person veterinary examination, may have technical limitations (poor video/audio quality, dropped connections), is not appropriate for all medical conditions, may require follow-up in-person examination, may not result in a prescription or diagnosis, and has inherent risks associated with remote communication. PetsOpia is not liable for poor video/audio quality or technical failures, missed diagnoses or misdiagnosis by veterinarian, delayed or inadequate treatment due to telemedicine limitations, veterinarian's clinical decisions or standards of care, or pet illness, injury, or death resulting from telemedicine consultation.

6. REFERRALS & VETERINARIAN SELECTION

6.1 PetsOpia Does Not Endorse or Vet Providers

PetsOpia verifies veterinarian licensure but does NOT endorse quality of care or clinical competence. PetsOpia is a neutral referral platform, not a quality assessor. Inclusion in PetsOpia does not mean the veterinarian meets any standard beyond licensure verification. PetsOpia does not investigate veterinarian qualifications beyond state licensure. Ratings and reviews on PetsOpia are user-generated and unverified. You are responsible for selecting a veterinarian and evaluating their qualifications.

6.2 Your Responsibility to Evaluate Veterinarians

Before selecting a veterinarian, verify the veterinarian's current license status with your state veterinary board, ask about their qualifications, certifications, and experience, review reviews and ratings (acknowledging they are unverified), check whether they are in-network with your pet insurance, confirm they accept your preferred payment method, and ask about pricing and payment policies upfront.

6.3 PetsOpia's Limited Liability

PetsOpia is NOT liable for quality of care provided by veterinarians, malpractice, negligence, or misconduct by veterinarians, billing disputes with veterinarians or clinics, pet illness, injury, or death resulting from veterinarian's care, veterinarian's failure to communicate or follow up, or your dissatisfaction with services rendered. Your remedy for veterinary malpractice is against the veterinarian or clinic, not PetsOpia.

7. REVIEWS, RATINGS & USER-GENERATED CONTENT

7.1 Review Guidelines

You agree that your reviews and ratings will be honest and based on your actual experience, will not contain false, defamatory, or libelous statements, will not include confidential medical information about others or personally identifiable information (PII), will not be written by bots, competitors, or paid reviewers, and will not be designed to manipulate ratings artificially.

7.2 Prohibited Review Content

You will NOT post reviews containing another person's confidential medical information, identifiable information about other pets or owners, links to external sites or promotional content, solicitations for money or products, threatening, harassing, or abusive language, discrimination or hate speech, or false factual claims presented as facts.

7.3 Review Removal

PetsOpia may remove reviews if they contain confidential medical information (violation of privacy), contain another person's PII, are defamatory or knowingly false, constitute spam or promotional content, violate these Terms or our Community Standards, or are verified as fraudulent (e.g., competitor attack). PetsOpia will NOT remove reviews simply because they are negative, a veterinarian complains, you change your mind about your experience, or the veterinarian offers compensation to remove it. You have the right to respond to or edit your review at any time.

7.4 No Removal Guarantees

Not all policy violations may be detected, we are not obligated to remove reviews on demand, removal decisions are at our sole discretion, and we will not engage in review manipulation.

8. DISCLAIMERS & LIMITATIONS OF LIABILITY

8.1 "AS-IS" Disclaimer

PetsOpia is provided "AS-IS" and "AS AVAILABLE" without warranties of any kind. We disclaim all warranties, including merchantability, fitness for a particular purpose, non-infringement, quiet enjoyment, title, accuracy or completeness, and uninterrupted service or error-free operation. We do not warrant that PetsOpia will meet your needs or expectations, information will be accurate, complete, or current, services will be available 24/7 or without interruption, defects will be corrected or errors eliminated, or the platform will be secure from unauthorized access.

8.2 Limitations on Liability

To the fullest extent permitted by law, PetsOpia shall NOT be liable for indirect, special, incidental, or consequential damages, including lost profits, revenue, or business opportunity, lost data or corrupted files, loss of use of services, emotional distress or reputational harm, pet illness, injury, or death, or loss of companionship or emotional support. PetsOpia shall NOT be liable for any and all damages arising from your use of PetsOpia, your reliance on information provided, or medical or veterinary decisions based on PetsOpia content. These limitations do not apply to liability for gross negligence, willful misconduct, or fraud. Some jurisdictions do not permit limitation of liability; applicable law will govern.

8.3 Maximum Liability Cap

If PetsOpia is found liable for any reason, our total liability shall not exceed the total amount you paid PetsOpia in the 12 months preceding the claim. If you are a free user, liability is capped at \$0 (no liability).

9. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless PetsOpia from any and all claims, damages, liabilities, and costs (including attorneys' fees) arising from your use of PetsOpia, your violation of these Terms, your violation of applicable laws, your infringement of intellectual property or other rights, your content or submissions (including Your Content used in AI/ML development), your actions or statements, claims by third parties related to your use, and claims by third parties (pet owners, veterinarians,

healthcare providers) alleging that Your Content submitted to PetsOpia violates their rights or that you lacked authority to grant the AI/ML license.

10. PAYMENT, BILLING & SUBSCRIPTIONS

10.1 Payment Information

If you purchase any paid services through PetsOpia, you authorize PetsOpia to charge your payment method, represent that payment information is accurate and belongs to you, are responsible for any declined payments or insufficient funds, and acknowledge that we reserve the right to update payment methods if one fails.

10.2 Billing

Paid services operate on monthly, annual, or subscription basis (as specified), auto-renew on the due date unless you cancel, are billed in USD (or your local currency), and are non-refundable except where required by law. You will receive renewal reminders before auto-renewal, are responsible for canceling before renewal if you wish to stop, and acknowledge that we are not liable for charges you didn't authorize (unless due to our error).

10.3 Cancellation & Refunds

You can cancel any subscription or paid service by visiting your account settings, emailing billing@petsopia.ai, or calling our billing team. No refunds are available for partial months or used services. Cancellation takes effect at the end of the billing cycle. Refunds for erroneous charges will be processed within 30 days. Some promotional pricing may have different refund terms.

11. CONFIDENTIALITY

11.1 Confidential Information

You agree to maintain confidentiality of veterinarian-client-patient relationship information, another user's pet medical records, other users' personal information, and any sensitive health information. You will not disclose another person's medical records without consent, share confidential information with third parties, or use confidential information for competitive purposes.

11.2 Information Breaches

If you discover a breach or unauthorized access, notify PetsOpia immediately at security@petsopia.ai, do not disclose the breach to others (allow PetsOpia to manage response), cooperate with our investigation, and follow our instructions for remediation.

12. TERMINATION & SURVIVAL

12.1 Termination Rights

Either party may terminate this Agreement: You by deleting your account (at any time), or PetsOpia for any reason, with or without cause, with or without notice. Upon termination, your access to PetsOpia ends immediately, outstanding obligations (payments, indemnification) survive termination, and provisions that by their nature should survive (IP, disclaimers, liability limits) continue indefinitely.

12.2 Survival

The following provisions survive termination: Intellectual property rights (Section 4), AI Models & Machine Learning License (Section 4.4), Data Protection and Jurisdiction-Specific Limitations (Section 4.3), Disclaimers & Limitation of Liability (Section 8), Indemnification (Section 9), Confidentiality (Section 11), Governing Law & Dispute Resolution (Section 13), and any provision by its nature meant to survive.

13. GOVERNING LAW & DISPUTE RESOLUTION

13.1 Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-law provisions, federal consumer protection laws, and any applicable state privacy laws.

Jurisdiction-Specific Carve-Outs. Notwithstanding the Delaware governing law provision, to the extent that any provision of these Terms is found to be unenforceable or conflicts with mandatory data protection or privacy law in your jurisdiction (including the GDPR, UK GDPR, Swiss FADP, PIPEDA, Quebec Law 25, or other applicable privacy statutes), such provision shall be interpreted or modified to the minimum extent necessary to comply with applicable law. If no modification is possible, the provision shall be severed, and mandatory requirements of applicable law shall prevail.

13.2 Jurisdiction & Venue

You agree that any legal action or proceeding must be brought exclusively in the state and federal courts located in Las Vegas, Nevada. You consent to the personal jurisdiction and venue of these courts and waive any objection to venue or inconvenient forum. You waive trial by jury. This provision does not apply to disputes subject to mandatory arbitration under Section 13.3 below, nor to claims arising under data protection law where a data subject in the EU, EEA, UK, or Canada may have enforceable rights in their home jurisdiction.

13.3 Arbitration Agreement (Class Action Waiver)

As permitted by applicable law, any dispute arising from these Terms must be resolved by binding arbitration under JAMS Streamlined Arbitration Rules & Procedures with a single retired judge or practicing attorney as arbitrator, with arbitration venue in Palo Alto, California. You agree not to bring or participate in class action lawsuits; each party must bring claims individually; and the arbitrator cannot consolidate claims of multiple parties. Exceptions to arbitration include small claims court (disputes under \$10,000), injunctive relief to prevent infringement or irreparable harm, and regulatory or statutory claims that cannot be arbitrated. Nothing in this Section 13.3 limits your ability to file complaints with or submit requests to data protection authorities (such as a DPA in the EU/EEA, the UK ICO, or a privacy commissioner in Canada) or to exercise rights under applicable data protection or privacy law.

13.4 Informal Dispute Resolution

Before arbitration or litigation, send written notice to legal@petsopia.ai describing the dispute, provide 30 days for PetsOpia to attempt resolution, and if unresolved, proceed to arbitration or litigation.

14. GENERAL PROVISIONS

14.1 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and PetsOpia regarding use of the platform. This Agreement supersedes all prior or contemporaneous agreements, negotiations, discussions, and all other understandings or statements.

14.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, that provision will be modified to the minimum extent to make it enforceable. If modification is impossible, the provision will be severed. Remaining provisions will continue in full force and effect.

14.3 Waiver

If PetsOpia fails to enforce any provision, this does not constitute a waiver of that provision. PetsOpia may enforce the provision at any time. Failure to enforce does not waive future enforcement rights.

14.4 Assignment

You may not assign these Terms to third parties without written consent. PetsOpia may assign these Terms to affiliates or subsidiaries, as part of a merger, acquisition, or business transfer, or to assignees who agree to be bound by the Terms.

14.5 Notices

Communications from PetsOpia may be sent by email to the address associated with your account, by postal mail to the address on file, by posting on our website, or by push notification through the mobile app. Communications are considered received immediately if by email or app notification, 5 business days if by postal mail, or when posted on website (accessible to all users).

14.6 Third-Party Beneficiaries

These Terms are between you and PetsOpia only. No third party has rights or benefits under these Terms, except as expressly stated (e.g., indemnified veterinarians).

14.7 Force Majeure

PetsOpia is not liable for failure to perform due to circumstances beyond our reasonable control, including natural disasters, earthquakes, floods, war, terrorism, political instability, government actions or regulations, internet outages or telecommunications failures, pandemics or epidemics, and strikes or labor disputes. In such cases, PetsOpia will notify you of the force majeure event, make reasonable efforts to resume services, and use the delay to negotiate alternate solutions.

15. SPECIAL PROVISIONS FOR VETERINARIANS

15.1 Veterinarian Accounts

If you are a veterinarian or veterinary clinic using PetsOpia, you represent that you hold a valid, current veterinary license, will provide accurate license information, are solely responsible for legal compliance with your state's practice act, will maintain professional liability insurance, and understand state-specific VCPR and telemedicine requirements.

15.2 VCPR & Prescribing

Veterinarians acknowledge that VCPR requirements vary by state, are responsible for understanding your state's requirements, will not establish VCPR in violation of state law, will adhere to all prescribing limits and restrictions, will not prescribe outside the scope of veterinary medicine, and understand that failure to comply may result in account termination and referral to your state board.

15.3 Professional Conduct

Veterinarians using PetsOpia agree to provide services consistent with standard of care, maintain professional conduct and ethics, comply with veterinary board rules and regulations, handle confidential information appropriately, respond professionally to client inquiries, and not engage in discriminatory or harassing conduct.

15.4 Clinic Liability

Veterinary clinics using PetsOpia are responsible for ensuring all associated veterinarians comply with these Terms, supervising veterinarians' use of the platform, managing VCPR establishment and prescribing practices, responding to client inquiries and complaints, maintaining accurate clinic information and hours, and updating licensing information as required.

15.5 Veterinarian Data & AI Models

If you are a licensed veterinarian or veterinary clinic submitting medical records, diagnostic reports, case notes, clinical data, treatment protocols, imaging data, laboratory results, or any other medical or clinical information to PetsOpia on behalf of your animal patients or your practice, you represent that you hold legal authority to do so under applicable state veterinary practice acts and professional regulations. You covenant that you have obtained prior written consent from the pet owner or responsible party (including the pet owner's specific authorization for the use of their pet's medical information to train artificial intelligence and machine learning models) before submitting any animal medical records to the platform. You further represent that submission of such records complies with all veterinary licensing board rules, state and federal patient confidentiality laws, state veterinary record retention requirements, and professional ethics standards governing the practice of veterinary medicine in your jurisdiction.

You grant PetsOpia the full AI/ML license described in Section 4.4 with respect to all clinical data submitted by you or your clinic. You acknowledge that PetsOpia will use such clinical data to develop, train, improve, and refine artificial intelligence systems, diagnostic tools, treatment recommendation engines, predictive models, and other AI technologies that may be distributed and commercialized by PetsOpia without compensation to you, without consultation with you, and without requirement for your approval. You understand that PetsOpia may license such AI models to competitors in the veterinary profession, to human healthcare companies, to pharmaceutical companies, to research institutions, to technology companies, and to any other entities PetsOpia deems appropriate. You understand that PetsOpia may use your clinical data to develop AI products that directly compete with services you offer as a veterinarian or services offered by your clinic.

You unconditionally waive any claims to ownership, equity, attribution, moral rights, or compensation in connection with AI models developed using your clinical data (provided that you do not waive non-waivable data protection rights as a data subject under applicable privacy law). You covenant not to assert any such claims now or in the future. You acknowledge that your submission of clinical data to PetsOpia constitutes an acknowledgment that you understand and accept these terms governing PetsOpia's development and commercialization of AI models based on your clinical practice data.

16. COMMUNITY STANDARDS

16.1 Respectful Communication

All users agree to treat veterinarians, clinics, and other users with respect, use professional and courteous language, not engage in personal attacks or abuse, report violations to our trust and safety team, and respect others' privacy and confidentiality.

16.2 Content Moderation

PetsOpia moderates content for illegal activity, abuse or harassment, misinformation or false health claims, confidential medical information, intellectual property violations, and spam or commercial exploitation. Moderation methods include automated detection systems, user reports, manual review by our team, and third-party expertise for specialized content.

16.3 Consequences for Violations

Users who violate Community Standards may experience content removal, account warning or suspension, temporary access restriction, permanent account termination, or referral to law enforcement (for illegal activity).

17. BETA FEATURES & EXPERIMENTAL SERVICES

PetsOpia may offer beta, pilot, or experimental features marked "Beta," "Experimental," or "Test." For beta features, you acknowledge that features may be incomplete or subject to significant changes, may be removed at any time, beta services provide limited support, we are not liable for data loss or service interruption, and usage is entirely at your own risk.

18. CONTACT & SUPPORT

18.1 Customer Support

For questions about these Terms, email support@petsopia.ai or visit petsopia.ai/contact. Response times are 1–2 business days for general inquiries, 24 hours for urgent issues, and 5 business days for legal notices.

18.2 Reporting Violations

To report violations of these Terms, email trust@petsopia.ai or compliance@petsopia.ai, use the in-app "Report User" or "Report Content" feature, or provide detailed information and evidence.

18.3 Data Subject Rights Requests

If you are a data subject under the GDPR, UK GDPR, Swiss FADP, PIPEDA, or other applicable privacy law and wish to exercise your rights (including access, rectification, erasure, data portability, or objection), please submit your request to privacy@petsopia.ai with clear identification of your request and the right you wish to exercise. PetsOpia will respond to all valid requests within the timeframe required by applicable law.

19. ACKNOWLEDGMENT & CONSENT

By accessing, registering for, and using PetsOpia, you acknowledge and affirmatively represent that: (a) you have read this Agreement in its entirety and have had an opportunity to consult with legal counsel if desired; (b) you fully understand all provisions of these Terms, including the AI Models & Machine Learning License set forth in Section 4.4 and the Data Protection and Jurisdiction-Specific Limitations set forth in Section 4.3; (c) you are voluntarily and knowingly agreeing to be bound by all provisions herein, including the irrevocable licensing of Your Content for AI/ML development and commercialization, to the maximum extent permitted by applicable law; (d) you understand the legal implications of granting PetsOpia the broad, unrestricted, perpetual, worldwide license to use Your Content for the development and commercialization of artificial intelligence models without compensation to you; (e) you understand the disclaimers and liability limitations set forth in Section 8 and accept the risks and limitations of liability described therein; (f) you accept all risks associated with using the PetsOpia platform, including technical failures, data loss, breach of confidentiality, misuse of your data, and any harm arising from AI models trained on Your Content; (g) you have full legal authority to enter into this Agreement and to grant the licenses described herein, and no third party holds any right that would prevent you from granting such licenses; (h) you expressly understand and agree that Your Content will be used by PetsOpia to develop, train, and commercialize artificial intelligence and machine learning models without any compensation, royalties, revenue share, or other payment to you; (i) you expressly waive any claims to ownership, equity interest, financial interest, attribution, moral rights, or any benefits whatsoever from artificial intelligence models developed using Your Content—provided that you do not waive non-waivable data protection rights as a data subject under applicable privacy law; (j) you consent to the de-identification, anonymization, aggregation, and distribution of Your Content for purposes of AI training and research; (k) you will comply with all applicable federal, state, local, and international laws and regulations in your use of PetsOpia; (l) you have reviewed PetsOpia's Privacy Policy and Community Standards and understand how PetsOpia may use your personal information and data; and (m) you understand that your continued use of PetsOpia following the posting of any modification to these Terms constitutes your acceptance of such modifications.

Specific Acknowledgment for International Users. If you are located in the European Economic Area, the United Kingdom, Switzerland, or Canada, you further acknowledge that: (i) you understand that PetsOpia's processing of personal data relating to you will be subject to applicable data protection laws (including the GDPR, UK GDPR, Swiss FADP, PIPEDA, Quebec Law 25, and other provincial privacy laws); (ii) you understand that you have the right to request access, rectification, erasure, restriction of processing, data portability, and to object to certain processing—including, in some cases, processing for AI model training—in accordance with applicable law and Section 4.3 of these Terms; (iii) you understand that you may withdraw your consent to AI/ML processing at any time on a going-forward basis by submitting a request to privacy@petsopia.ai, and PetsOpia will cease processing your personal data for those purposes within a reasonable timeframe; and (iv) you understand that in the event of any conflict between these Terms and mandatory data protection or privacy law applicable in your jurisdiction, the mandatory requirements of applicable law will prevail.