

Terms of Use Agreement

Read This Terms of Use Agreement Before Accessing Website.

Effective Date: This Terms of Use Agreement was last updated on 7/1/07.

This Terms of Use Agreement sets forth the standards of use of the GalacticPet.Com Online Service. By using the GalacticPet.Com website you (the “Member”) agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at GalacticPet.Com website. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

1. Description of Service

GalacticPet.Com is providing Member with website membership services. Member must provide (1) all equipment necessary for their own Internet connection, including computer and modem and (2) provide for Member’s access to the Internet, and (3) pay any fees relate with such connection.

2. Disclaimer of Warranties.

The site is provided by GalacticPet.Com on an “as is” and on an “as available” basis. To the fullest extent permitted by applicable law, GalacticPet.Com makes no representations or warranties of any kind, express or implied, regarding the use or the results of this web site in terms of its correctness, accuracy, reliability, or otherwise. GalacticPet.Com shall have no liability for any interruptions in the use of this Website. GalacticPet.Com disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, therefore the above-referenced exclusion is inapplicable.

3. Limitation of Liability

GalacticPet.Com SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR GalacticPet.Com SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THIS WEB SITE OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF GalacticPet.Com HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS IS INAPPLICABLE.

4. Indemnification

Member agrees to indemnify and hold GalacticPet.Com, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Member's use of the Service, the violation of this Agreement, or infringement by Member, or other user of the Service using Member's computer, of any intellectual property or any other right of any person or entity.

5. Modifications and Interruption to Service

GalacticPet.Com reserves the right to modify or discontinue the Service with or without notice to the Member. GalacticPet.Com shall not be liable to Member or any third party should GalacticPet.Com exercise its right to modify or discontinue the Service. Member acknowledges and accepts that GalacticPet.Com does not guarantee continuous, uninterrupted or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

6. Third-Party Sites

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Members to review said privacy policies of third-parties' sites.

7. Disclaimer Regarding Accuracy of Vendor Information

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While GalacticPet.Com makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this website.

GalacticPet.Com makes no warranties or representations whatsoever with regard to any product provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your own risk.

8. Governing Jurisdiction of the Courts Connecticut

Our website is operated and provided in the State of Connecticut. As such, we are subject to the laws of the State Connecticut, and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State Connecticut.

9. Compliance with Laws.

Member assumes all knowledge of applicable law and is responsible for compliance with any such laws. Member may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

10. Copyright and Trademark Information

All content included or available on this site, including site design, text, graphics, interfaces, and the selection and arrangements thereof is ©2006 GalacticPet.Com, with all rights reserved, or is the property of GalacticPet.Com and/or third parties protected by intellectual property rights. Any use of materials on the website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of GalacticPet.Com is strictly prohibited. Members agree that they will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of GalacticPet.Com.

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All other trademarks displayed on GalacticPet.Com's website are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those Vendors. In addition, such use of trademarks or links to the web sites of Vendors is not intended to imply, directly or indirectly, that those Vendors endorse or have any affiliation with GalacticPet.Com LLC.

11. Notification of Claimed Copyright Infringement

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, GalacticPet.Com designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail
GalacticPet.Com LLC
99 Citizens Drive
Glastonbury, CT 06033

By Email: copyrightnotifications@GalacticPet.Com

12. Botnets

GalacticPet.Com retains the right, at our sole discretion, to terminate any accounts involved with botnets and related activities. If any hostnames are used as command and control points for botnets, GalacticPet.Com reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

13. Other Terms

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by GalacticPet.Com, in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Member. Member agrees that by accepting this Terms of Use Agreement, Member is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.

DISCLAIMER FOR INTERACTIVE SERVICES

GalacticPet.Com maintains the interactive portion(s) of their Web site as a service. By using any interactive services provided herein, you are agreeing to comply with and be bound by the terms, conditions and notices relating to its use.

1. As a condition of your use of this Web site and the interactive services contained therein, you represent and warrant to GalacticPet.Com that you will not use this Web site for any purpose that is unlawful or prohibited by these terms, conditions, and notices.
2. In registering with GalacticPet.Com you the registered user agree to the following

- A. You the member of GalacticPet.Com will not use the rating system to rate a service or product provider you are currently employed by or have ownership in.**
- B. You further agree that as an employee/owner of a business, you will not use this rating service to rate competing providers.**
- C. You the member of GalacticPet.Com will be truthful, fair, and accurate in your rating of service or product providers. Subjective comments will be restricted to positive feed back or constructive criticisms and shall not contain profanity or slanderous statements. The use of profanity Illegal, or slanderous and or libelous statements will result in the removal of such statements from the rating and may result in termination of the GalacticPet.Com membership and or legal action by the provider being effected by such statements**
- D. You the member of GalacticPet.Com will restrict your ratings of any single provider to one vote per 14 days.**

3. This Web site contains one or more of the following interactive services: bulletin boards, chat areas, news groups, forums, communities and/or other message or communication facilities. You agree to use such services only to send and receive messages and material that are proper and related to the particular service, area, group, forum, community or other message or communication facility. In addition to any other terms or conditions of use of any bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities, you agree that when using one, you will not:

- Publish, post, upload, distribute or disseminate any inappropriate, profane, derogatory, defamatory, infringing, improper, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws or by rights of privacy of publicity unless you own or control such rights or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise any goods or services for any commercial purpose.
- Offer to sell any goods or services for any commercial purpose.
- Conduct or forward chain letters or pyramid schemes.

- Download for distribution in any manner any file posted by another user of a forum that you know, or reasonably should know, cannot be legally distributed in such manner.
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Falsify or delete any author attributions, legal or other proper notices, proprietary designations, labels of the origin, source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying any of the bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities.

4. GalacticPet.Com has no obligation to monitor the bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities. However, GalacticPet.Com reserves the right at all times to disclose any information deemed by GalacticPet.Com necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part.

5. You acknowledge that communications to or with bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities are not private communications, therefore others may read your communications without your knowledge. You should always use caution when providing any personal information about yourself or your children. GalacticPet.Com does not control or endorse the content, messages or information found in any bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities and, specifically disclaims any liability with regard to same and any actions resulting from your participation. To the extent that there are moderators, forum managers or hosts, none are authorized GalacticPet.Com spokespersons, and their views do not necessarily reflect those of GalacticPet.Com

6. The information, products, and services included on this Web site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. GalacticPet.Com may make improvements and/or changes in this Web site at any time. Advice received via this Web site should not be relied upon for personal, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

7. GalacticPet.Com makes no representations about the suitability, reliability, timeliness, and accuracy of the information, products, and services contained on this web site for any purpose. All such information, products, and

services are provided "as is" without warranty of any kind.

8. GalacticPet.Com hereby disclaims all warranties and conditions with regard to the information, products, and services contained on this web site, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

9. In no event shall GalacticPet.Com be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected

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- for any information, software, products, services and related graphics obtained through this web site, or otherwise arising out of the use of this web site, whether based on contract, tort, strict liability or otherwise, even if GalacticPet.Com has been advised of the possibility of damages.

10. Due to the fact that certain jurisdictions do not permit or recognize an exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of this web site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using this web site.

11. GalacticPet.Com reserves the right in its sole discretion to deny any user access to this Web site, any interactive service herein, or any portion of this Web site without notice, and the right to change the terms, conditions, and notices under which this Web site is offered.

12. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Exclusive jurisdiction and venue shall be in the Hartford County, Connecticut Superior Court.

Binding Effect. This Agreement shall be binding upon all who use GalacticPet.Com's services, property, and other assets mentioned in this agreement with respect to this Web site and associated content, and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral or written with respect to this Web site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Fictitious names of companies, products, people, characters and/or data mentioned herein are not intended to represent any real individual, company, product or event. Any rights not expressly granted herein are reserved.

Advertisers:

We have chosen to be a membership based site so that we remain un-beholden to advertisers. Only those who have been highly rated or proven to be exceptional by will be given the opportunity to advertise on GalcticPet.com. If an advertisement is granted on GalacticPet.Com, **the purchase of advertising will not in any way affect the providers rating.**