

PETO TERMS OF USE

This Terms of Use is our terms of use that governs our relationship with users and others who interact with PETO, as well as PETO brands, products and services, which we call the “[PETO Services](#)” or “[Services](#)”. By using or accessing the PETO Services, you agree to this Statement, as updated from time to time in accordance with Section 11 below (amendments). Additionally, you will find resources at the end of this document that help you understand how PETO works.

Because PETO provides a wide range of [Services](#), we may ask you to review and accept supplemental terms that apply to your interaction with a specific app, product, or service. To the extent those supplemental terms conflict with this TERMS OF USE, the supplemental terms associated with the app, product, or service govern with respect to your use of such app, product or service to the extent of the conflict.

1. Privacy

Your privacy is very important to us. We designed our [Privacy Policy](#) to make important disclosures about how you can use PETO to share with others and how we collect and can use your content and information. We encourage you to read the [Privacy Policy](#), and to use it to help you make informed decisions.

2. Sharing Your Content and Information

You own all of the content and information you post on PETO, and you can control how it is shared through your privacy and application settings. In addition:

1. For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your [privacy](#) and application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with PETO (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
3. When you use an application, the application may ask for your permission to access your content and information as well as content and information that others have shared with you. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information. To learn more about Platform, including how you can control what information other people may share with applications, read our [Privacy Policy](#).
4. When you publish content or information using the PETO public search setting, it means that you are allowing everyone, including people off of PETO, to access

and use that information, and to associate it with you (i.e., your name and profile picture).

5. We always appreciate your feedback or other suggestions about PETO, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

3. Safety

We do our best to keep PETO safe, but we cannot guarantee it. We need your help to keep PETO safe, which includes the following commitments by you:

1. You will not post unauthorized commercial communications (such as spam) on PETO.
2. You will not collect users' content or information, or otherwise access PETO, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on PETO.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
8. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
9. You will not use PETO to do anything unlawful, misleading, malicious, or discriminatory.
10. You will not do anything that could disable, overburden, or impair the proper working or appearance of PETO, such as a denial of service attack or interference with page rendering or other PETO functionality.
11. You will not facilitate or encourage any violations of this Statement or our policies.

4. Registration and Account Security

PETO users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on PETO, or create an account for anyone other than yourself without permission.
2. If we disable your account, you will not create another one without our permission.
3. You will not use PETO if you are under 13.

4. You will not use PETO if you are a convicted sex offender.
5. You will keep your contact information accurate and up-to-date.
6. You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
7. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.
8. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

5. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

1. You will not post content, send messages or take any action on PETO that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on PETO if we believe that it violates this Statement or our policies.
3. We provide you with tools to help you protect your or other' intellectual property rights report the account through PETOdate functionality, or by emailing us through admin@petodate.com.
4. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
6. You will not use our copyrights or Trademarks or any confusingly similar marks, except as expressly permitted by our Brand Usage Guidelines or with our prior written permission.
7. If you collect information from users, you will: obtain their consent, make it clear you (and not PETO) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
8. You will not post anyone's identification documents or sensitive financial information on PETO.
9. You will not tag users or send email invitations to non-users without their consent. PETO offers social reporting tools to enable users to provide feedback about tagging.

6. Mobile and Other Devices

1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply.

2. In the event you change or deactivate your e-mail address, you will update your account information on PETO within 48 hours to ensure that your messages are not sent to the person who acquires your e-mail address.
3. You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on PETO.

7. Payments

If you make a payment on PETO, you agree to our Payments Terms unless it is stated that other terms apply.

8. About Advertisements and Other Commercial Content Served or Enhanced by PETO

Our goal is to deliver advertising and other commercial or sponsored content that is valuable to our users and advertisers. In order to help us do that, you agree to the following:

1. You give us permission to use your name, profile picture, content, and information in connection with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us. This means, for example, that you permit a business or other entity to pay us to display your name and/or profile picture with your content or information, without any compensation to you. If you have selected a specific audience for your content or information, we will respect your choice when we use it.
2. We do not give your content or information to advertisers without your consent.
3. You understand that we may not always identify paid services and communications as such.

9. Special Provisions Applicable to Software

If you download or use our software, such as a stand-alone software product, an app, or a browser plugin, you agree that from time to time, the software may download and install upgrades, updates and additional features from us in order to improve, enhance, and further develop the software.

You will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license, or we give you express written permission.

10. Amendments

1. We have the discretion to amend the terms of use from time to time, we will notify

- you if there are any changes.
2. If we make changes to policies, guidelines or other terms referenced in or incorporated by this Statement, we may provide notice on the Site Governance Page.
 3. Your continued use of the PETO Services, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

11. Termination

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of PETO to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.4, 3-5, 8.3, and 11-15.

12. Disputes

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or PETO exclusively in the South Jakarta District Court, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the Republic of Indonesia will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.
2. If anyone brings a claim against us related to your actions, content or information on PETO, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on PETO and are not responsible for the content or information users transmit or share on PETO. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on PETO. We are not responsible for the conduct, whether online or offline, of any user of PETO.
3. WE TRY TO KEEP PETO UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING PETO AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT PETO WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT PETO WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. PETO IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF 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. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR PETO, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR PETO WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, PETO'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

13. Special Provisions Applicable to Users Outside Indonesia

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with PETO outside Indonesia:

1. You consent to having your personal data transferred to and processed in Indonesia.
2. You will not use PETO if you are prohibited from receiving products, services, or software originating from Indonesia and all countries that produce product that are available for purchase under PETO services.
3. Certain specific terms that apply only for German users are available [here](#).

14. Definitions

1. By "PETO" or "PETO Services" we mean the features and services we make available, including through (a) our website at ~~www.PETOdate.com~~, www.peto.pet, ~~www.PETOapp.net~~, and www.PETOapp.org and any other PETO branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) other media, brands, products, services, software (such as a toolbar), devices, or networks now existing or later developed. PETO reserves the right to designate, in its sole discretion, that certain of our brands, products, or services are governed by separate terms and not this TERMS OF USE.

2. By "Platform" we mean a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from PETO or provide data to us.
3. By "information" we mean facts and other information about you, including actions taken by users and non-users who interact with PETO.
4. By "content" we mean anything you or other users post, provide or share using PETO Services.
5. By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from PETO or provide to PETO through Platform.
6. By "post" we mean post on PETO or otherwise make available by using PETO.
7. By "use" we mean use, run, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
8. By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.
9. By "Trademarks" we mean the list of trademarks provided [here](#).

15. Interruption or Discontinuation of Service

1. PETO reserves the right to halt or discontinue any and all services at the company's discretion without prior notice for any of the following reasons:
 - a. System trouble, system updates, security checks or any sort of emergency;
 - b. In the event of a natural disaster or act of God;
 - c. Problems related to ISPs or other communications carriers;
 - d. Halt of or discontinuation of service due to technological, operational or any other unforeseen circumstances.
 - e. Preemptive measure for violation of local or international laws and conventions.
2. The site accepts no responsibility for damages incurred by users or other 3rd parties in the event of service suspension or cancellation.

16. Compliance with International Pet Laws and Ethics

1. We respect and strive to comply with the existing pet laws and ethics consensus of international community, and expect you to do the same.
 - a. WE STRICTLY DISALLOW USERS TO USE OUR SERVICES FOR EXOTIC ANIMALS AND/OR ENDANGERED SPECIES AS DEFINED BY ANY LOCAL OR INTERNATIONAL LAW. ANY CONDUCT OF VIOLATION WILL BE DEALT WITH ACCORDING TO THE FULLEST EXTENT OF THE VIOLATED LAW OR LAWS.
 - b. When promoting your pets to be bred, make sure that they are free of contagious diseases either sexually transmitted or not. PETO is not liable for any diseases transmitted upon meet up with other user's pets.

- c. The international consensus places restriction upon breeding of pedigreed pets. Breeding a pedigreed female with a non-pedigreed male is considered an unethical conduct that mars the purity of the breed. By using our services, we expect you not to comply with the international rules of breeding. PETO is not liable for any violations of international rules of breeding committed by its users.
- d. The acceptable minimum age of breeding for female cats is 10 months, while the acceptable age of breeding for female dogs is 7-8 months. Please be informed that premature breeding for female animals may lead to deformations in the resulting offspring. By using our services, we assume that the users comply to this standard.
- e. We recommend users that engage in breeding activities with the intention of sharing the resulting offspring to sign a written agreement to protect their rights to the offspring.
- f. PETO is not liable for any unethical conducts or conducts of animal cruelty done by our users.

17. Other

- 1. References to “us,” “we,” and “our” mean either PT. PETO, as appropriate.
- 2. This Statement makes up the entire agreement between the parties regarding PETO, and supersedes any prior agreements.
- 3. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
- 4. If we fail to enforce any of this Statement, it will not be considered a waiver.
- 5. Any amendment to or waiver of this Statement must be made in writing and signed by us.
- 6. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
- 7. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- 8. Nothing in this Statement shall prevent us from complying with the law.
- 9. This Statement does not confer any third party beneficiary rights.
- 10. We reserve all rights not expressly granted to you.
- 11. You will comply with all applicable laws when using or accessing PETO.

By signing up, you understand and agree to our terms of use and all related policies including our privacy policy, animal handling policy, and payment and purchase terms.

By using or accessing PETO Services, you agree that we can collect and use such content and information in accordance with the [Privacy Policy](#) as amended from time to time.

To access the Statement of Rights and Responsibilities in several different languages, change the language setting for your PETO session by clicking on the language link in the left corner of most pages. If the Statement is not available in the language you select, we will default to the English version.

