### **POLICIES**

### **Terms of Use**

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Poo Doo disclaims any liability for the accuracy, completeness, or functionality of any material contained therein, referred to or linked to, or for any damages arising out of the use or non-use of any materials or other information contained therein, referred to, or linked to. Poo Doo reserves the right to change these terms at any time, and the user is responsible for revisiting this page to determine current terms and conditions.

The use of this web site is subject to the following terms of use:

- The content of the pages of this web site is for your general information and use only. It is subject to change without notice.
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- Your use of any information or materials on this web site is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this web site meet your specific requirements. You hereby indemnify, defend, and hold us and our affiliates and our officers, directors, owners, agents, information providers, affiliates, licensors and licensees harmless from and against any and all liabilities and costs incurred in connection with any claim arising out of any breach by you

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- Unauthorized use of this web site may give rise to a claim for damages and/or be a criminal offense.
- From time to time this web site may also include links to other web sites. These links are provided for your convenience to provide further information. They do not signify that we endorse the web site(s). We have no responsibility for the content of the linked web site(s).
- You may not create a link to this web site from another web site or document without Poo Doo's prior consent. To make a request, please email info@poodooleash.com
- Your use of this web site and any dispute arising out of such use of the web site is subject to the laws of the state of New York.

# Poo Doo's Copyright

The Poo Doo Site is protected by copyright and is the property of Poo Doo. Users are granted a limited license to use the Site. No part of the Poo Doo Site may be reproduced (e.g., on other websites, in other products, or downloaded in bulk) or sold in any form, or by any means, without written permission from the copyright owner. No portion of this Site shall be used in any form of commercial exploitation, including, but not limited to, commercial, print, electronic or broadcasting media, and no user shall publish as its own any material contained in the Poo Doo Site.

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You further agree that you will not systematically extract, collect or harvest, through electronic means or otherwise, any data or data fields from this Site, including but not limited to customer identities.

If you violate any of these Terms of Use, your permission to access or use the Site and any Content available thereon automatically and immediately terminates.

For licensing requests, please contact info@poodooleash.com.

If you believe that your copyrighted material has been improperly used on this Site, please contact our Designated representative as discussed below.

## Linking Policy

Poo Doo welcomes links to its home page. You may establish a link to the Poo Doo Site, provided that the link does not state or imply any sponsorship or endorsement of your web site or its contents by Poo Doo or by any group or individual related to or affiliated with Poo Doo. Links should be text only and should not use the Poo Doo logo.

## Citing to Content on the PooDoo Site

### **Trademarks**

All trademarks and trade dress on the Site are either trademarks or registered trademarks of Poo Doo or its affiliates or licensors and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Poo Doo or their respective owners.

# Software

Any software, including any files, images generated by the software, code, and data accompanying the software (collectively, "Software"), used or accessible through this Site may be used by you solely for accessing and using this Site for purposes expressly stated on the Site or in these Terms of Use. PooDoo retains full and complete title to and all intellectual property rights in the Software. You agree not to copy, distribute, sell,

modify, decompile, reverse engineer, disassemble or create derivative works from any Software.

### **User Content**

Unless otherwise agreed in writing between you and PooDoo prior to your submission, any material, information or other communication, including without limitation media, text, audio and video recordings, photos, graphics, commentary or any other content, you submit or post on or through the Site ("Communications") will be considered non-confidential and non-proprietary.

By submitting any communications to the Site, you hereby grant —or warrant that the owner of such content has expressly granted— Poo Doo a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, sublicense, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. Poo Doo will have no obligations with respect to the Communications.

You are prohibited from posting or transmitting to or from this Site any unlawful, infringing, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law. Any attempt to obtain unauthorized access or to exceed authorized access to the Site shall be considered a trespass and computer fraud and abuse, punishable under state and federal laws.

In connection with Communications, you affirm, represent, and warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to use and authorize Poo Doo to use, all patent, trademark, copyright, or other proprietary rights in and to any and all Communications to enable inclusion and use of Communications in the manner contemplated by Poo Doo and the terms of these Terms of Use, and to grant the rights and license set forth in of these Terms of Use, and (ii) your Communications, Poo Doo's use of such Communications pursuant to the terms of this Agreement, and Poo Doo's exercise of the license rights set forth in this Agreement, do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (c) violate any applicable law or regulation.

Additionally, the Site may now or in the future permit other users of the Site to post or link media, text, audio and video recordings, photos, graphics, commentary or any other content ("User Content," and together with Communications, "Non-Poo Doo Content"), and to host and/or share such User Content. Poo Doo does not control the Non-Poo Doo Content posted by you or other users of the Site or otherwise made available by

other persons and does not have any obligation to monitor such Non-Poo Doo Content for any purpose. You agree that you must evaluate, and bear all risks associated with the use of any Non-Poo Doo Content, including any reliance on the accuracy, completeness, usefulness, or legality of such Non-Poo Doo Content. Poo Doo makes no representations that Non-Poo Doo Content will remain available via the Site in any way and may remove Non-Poo Doo Content in its sole discretion. YOU UNDERSTAND THAT ANY INFORMATION AND/OR COMMUNICATION THAT YOU POST FOR VIEWING ON THE SITE IS MADE PUBLICLY AVAILABLE TO USERS OF THE SITE, AND POODOO DOES NOT GUARANTEE ANY CONFIDENTIALITY WITH RESPECT TO ANY SUCH INFORMATION AND/OR COMMUNICATION.

### **Subscriber Accounts**

If you create a subscriber account for the Poo Doo Site, you agree to complete the registration process by providing current, complete, and accurate information as required by PooDoo. You are responsible for all activities that occur under your account. You agree to notify PooDoo immediately of any unauthorized use of your account or any other actual or suspected breach of security. Poo Doo will not be liable for any loss that you may incur as a result of someone else using your account, either with or without your knowledge. In addition, you may be held liable for any losses incurred by Poo Doo or another party due to someone else using your account. You may not use anyone else's account at any time.

#### No Unlawful Use

You agree not to use the PooDoo Site for any purpose that is unlawful or prohibited by these terms, or the terms of a subscriber agreement you have with PooDoo, if applicable. You may not use the PooDoo Site in any manner that could damage, disable, overburden, or impair any PooDoo server, or the network(s) connected to any PooDoo server, or interfere with any other party's use and enjoyment of the PooDoo Site. You may not attempt to gain unauthorized access to any portion of the PooDoo Site, other accounts, computer systems, or networks connected to any PooDoo Site, through hacking, password or data mining, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available to you on the PooDoo Site.

## **Links to Other Materials**

PooDoo users of the PooDoo Site or third parties may provide links on the Site to other sites including the content therein. The linked sites are not necessarily under the control of PooDoo and PooDoo is not responsible for nor does it make any certification, claim or representation regarding, and PooDoo expressly disclaims responsibility for, the accuracy, quality, legality, nature, availability, or reliability of linked sites or content linked to by the Site. ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON REFERENCE

SITES OR AVAILABLE THROUGH LINKED SITES, IS SOLELY AT YOUR OWN RISK. PooDoo reserves the right to terminate any link or linking program at any time.

#### No Warranties

The use of the PooDoo Site and the Content is at your own risk.

When using the PooDoo Site, information will be transmitted over a medium which is beyond the control and jurisdiction of PooDoo. Accordingly, PooDoo assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the PooDoo Site.

The PooDoo Site and the Content are provided on an "as is" basis, including errors and omissions that have not yet been identified.

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Specifically, PooDoo, its licensors, and its suppliers make no representations or warranties about the following:

- The accuracy, reliability, completeness, or timeliness of the content, software, text, codes related to billing, graphics, links, or communications provided on or through the use of the PooDoo Site.
- The satisfaction of government regulations requiring disclosure of information on prescription drug products with regard to the content contained on the PooDoo Site.

In addition, please note that the PooDoo Site may include technical inaccuracies or typographical errors. PooDoo has the right at any time to change, modify, add to, discontinue, or retire any aspect or feature of the PooDoo Site, including, but not limited to, hours of availability, equipment needed for access or use, or the availability of the PooDoo Site or any Content available thereon. PooDoo has no obligation to provide you with notice of any such changes, and PooDoo is under no obligation to provide you with any support, error corrections, updates, upgrades, bug fixes, and/or enhancements of the PooDoo Site, except as provided by your user agreement with PooDoo, if applicable.

## **Limitations of Liability**

IN NO EVENT WILL POODOO, ITS LICENSORS, ITS SUPPLIERS OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, DISTRIBUTION, PROMOTION, OR MARKETING OF THE POODOO SITE OR THESE TERMS OF USE (COLLECTIVELY, THE "RELEASED PARTIES") BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOSS OF DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OF OR INABILITY TO USE THE POODOO SITE OR THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE RELEASED PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The Released Parties are not liable for any personal injury, including death, caused by your use or misuse of the PooDoo Site and/or any Content available thereon.

## **Indemnity**

You agree to defend, indemnify, and hold PooDoo, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

### **Jurisdiction**

You expressly agree that exclusive jurisdiction for any dispute with PooDoo, or in any way relating to your use of the PooDoo Site, resides in the courts of the State of New York and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of New York in connection with any such dispute including any claim involving PooDoo or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers or in any way relating to your use of the PooDoo Site.

These Terms of Use are governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. If any provision of these Terms of Use are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

### **Copyright Notice and Takedown Procedures**

If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from this web site by contacting Poo Doo's representative (identified below) and providing the following information:

- 1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- 2. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- 3. Your name, address, telephone number and (if available) e-mail address.
- 4. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- 5. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
- 6. A signature or the electronic equivalent from the copyright holder or authorized representative.

Poo Doo's representative for copyright issues relating to this web site is as follows:

Rhonda L Pinkerman

info@poodooleash.com

In an effort to protect the rights of copyright owners, Poo Doo maintains a policy for the termination, in appropriate circumstances, of users and account holders of the Site who are repeat infringers.

#### General

Neither Poo Doo nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

These Terms of Use and the license granted herein may not be assigned by you to any third party without written consent of Poo Doo.

If you and/or Poo Doo use purchase orders in conjunction with this Agreement, then

you and/or Poo Doo agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the Poo Doo Productions, LLC Terms of Use are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described here.

# **Privacy Policy**

Effective Date of Current Policy: December 24, 2014

This Privacy Policy applies to both personal and non-personal information which Poo Doo Productions, LLC. (hereinafter referred to as, "Poo Doo") may collect and use depending on how you choose to interact with the www.poodooleash.com website and all website-related services (the "Website").

Please also refer to the Terms of Use, which are expressly incorporated as if fully recited herein, if you have not already done so. Unless otherwise defined herein, all terms have the meanings they are assigned in the Terms of Use.

### **Collection of Information**

#### Personal Information

PooDoo does not collect any personal information unless you voluntarily provide such information to PooDoo. For example, PooDoo may collect personal information when

you choose to utilize certain features or services available on the Website including without limitation, communicating with PooDoo via the contact information provided on "Contact" tab of the Website or in any other manner, engaging in the registration process to become a Website Member, or submitting an order. PooDoo may also collect personal information if you choose to include such information in any Submission or other content that you upload, transmit, publish, share, post, distribute or otherwise make available on the Website, whether in connection with the Communication Services or otherwise.

When interacting with the Website in such a manner, you may supply certain data capable of personally identifying you, including without limitation, your name, telephone number, mailing address, email address or other online contact information, credit card or other financial information, date of birth, and other similarly identifying information ("Personal Information"). Any such Personal Information will be used, stored, and disclosed only as permitted by this Privacy Policy.

You acknowledge and agree that any Submission that you post or transmit in connection with the Communication Services provided on the Website will be publicly available. We cannot ensure the confidentiality or security of any information you choose to make public via your use of any such Communication Service or ensure that other persons who have access to such publicly available information will respect your privacy. You should exercise caution when determining whether to disclose Personal Information in connection with the use of these Website features.

#### Non-Personal Information

PooDoo may collect non-personal information about your activity in connection with the Website, including information that is automatically transmitted from your Internet browser when you access the Website. For example, the Website may automatically recognize and store information including the type of browser you are using; your navigation through the Website; your Internet Protocol ("IP") address; the time, date, and length of your visit; and the referring site. This information, if collected, is collected via computer code sent to your computer (commonly referred to as "cookies"). The cookies may not expire, unless you manually delete them or set your browser to reject them. If you do not accept the cookies, however, you may have difficulty navigating the Website. Furthermore, the Website may utilize Web beacons, embedded Web links, and other commonly used information-gathering tools.

## **Use, Storage & Disclosure of Information**

Non-personal information may be used or disclosed by PooDoo for any purpose and stored in any manner. For example, like many Website operators, PooDoo may use non-personal information to manage, operate, or develop the Website such as by analyzing the data about visits to the Website to make it more accessible and interesting for visitors. Further, PooDoo may share this data with third parties, usually to provide services for PooDoo associated with the maintenance of the Website.

If you elect to submit Personal Information to the Website, the information will be used for the purpose you requested, for which it is collected, or for any purpose you subsequently authorize. Your provision of Personal Information allows PooDoo to administer certain services offered in connection with the Website in which you choose to participate including the fulfillment of requests made by you concerning PooDoo products, Website membership, or general inquiries, and enables PooDoo to provide you with access to certain features of the Website maintained exclusively for Website Members and not the general public. The collection of Personal Information also allows PooDoo to communicate with you regarding the provision of such programs and services, as well as other news concerning the Website, PooDoo, and products or services that may be of interest to you. PooDoo may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you.

Personal Information provided by you to PooDoo may be stored and maintained by PooDoo for as long as is reasonable necessary to fulfill your request or effectuate the service in which you elected to participate and for a reasonable time thereafter. PooDoo will process this information in a manner which is consistent with the purposes for which it has been collected or subsequently authorized by you. PooDoo may share Personal Information with third parties to fulfill your request, to comply with our obligations under any applicable laws or regulations, or to provide other information that may be of interest to you. In addition, PooDoo may share information with trusted third party service providers to help us fulfill your request, facilitate the processing of orders, perform statistical analysis, send you email or postal mail, contact you by phone or fax, respond to requests made by you, or to provide other services to PooDoo or Website users. Such third parties have access to the Personal Information required to perform the desired function and are prohibited from using such information for other purposes.

PooDoo may disclose any information collected, including Personal Information, to the extent PooDoo reasonably believes that such disclosure is desirable to comply with the law, such as in response to any subpoena, to enforce our Terms of Use, to the extent reasonably necessary to establish or defend a legal claim, and for other purposes permitted by applicable law. Additionally, any such information may be transferred to a third party in the event of a sale, acquisition, merger or bankruptcy involving PooDoo or any subsidiary or section thereof.

While PooDoo engages in technological efforts to maintain the security of your data, you should not assume that PooDoo is able to safeguard your Personal Information at all times and in all circumstances. If you do not wish PooDoo to use your information in accordance with this policy, please do not access or use the Website or submit any Personal Information to PooDoo via the Website or otherwise.

# **Update and Opt-Out**

By sharing your fax or email information with PooDoo, you consent to our delivery of faxes and emails to you from time to time. If you would like to update any of your information, or if you do not want to receive information from PooDoo, please visit your

account page or contact us at: info@poodooleash.com with the phrase "Opt-Out Notice" in the subject line. info@poodooleash.com

PooDoo will take reasonable efforts to honor any request you make to forgo contacts with you in the future or delete your information. Please note that if you make an opt-out request, PooDoo will retain your contact information for reference in an effort to ensure that you are not contacted in the future.

To the extent required by the CAN-SPAM Act, or other similar domestic and international regulation, commercial e-mail messages sent by PooDoo will also provide you with an opportunity to opt-out of receiving this information. Please note that changes to your preferences may not be effective immediately and will only be effective prospectively.

### Children

While the Website is not directed to individuals under the age of 13 ("Children"), nor does it contain information which would be potentially harmful to minors in any way, PooDoo is committed to the protection of the online privacy of Children as well as parental control over information collected from Children online.

It is our policy never to knowingly collect or maintain information about any person under the age of 13 and visitors to the Website under the age of 13 should not disclose or provide any Personally Identifiable Information.

In the event that PooDoo discovers that a child under the age of 13 has provided Personally Identifiable Information to us, we will delete the child's Personally Identifiable Information in accordance with the Children's Online Privacy Protection Act of 1998. Please see the Federal Trade Commission's website for this act: http://www.ftc.gov/bcp/conline/edcams/kidzprivacy/ for more information.

Parents or guardians who are concerned about information possibly submitted to PooDoo by their Children should contact <a href="mailto:info@poodooleash.com">info@poodooleash.com</a> and someone will promptly assist in identifying and removing any such data.

Notwithstanding the foregoing, pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections are commercially available to assist you in limiting access to material that is harmful to minors. More information on the availability of such software can be found through publicly available sources. You may wish to contact your Internet Service Provider for more information.

## **Territoriality**

Our computer systems are currently based in the United States and the content of our Website is directed to U.S. residents. Your personal data will be processed by us in the United States, where data protection and privacy regulations may or may not be to the same level of protection as in other parts of the world, such as in Canada and the European Union. BY VISITING THE APP WEBSITE, YOU UNEQUIVOCALLY AND UNAMBIGUOUSLY CONSENT TO THE COLLECTION AND PROCESSING IN THE UNITED STATES OF ANY PERSONAL AND NON-PERSONAL INFORMATION

COLLECTED OR OBTAINED BY APP THROUGH VOLUNTARY SUBMISSIONS, AND THAT UNITED STATES LAW GOVERNS ANY SUCH COLLECTION AND PROCESSING.

## **Revisions to the Privacy Policy**

The Internet and the benefits it offers are evolving rapidly, as are the ways in which people use the Internet and the laws surrounding such use. PooDoo therefore reserves the right to update and revise this Privacy Policy at any time. You can determine if this Privacy Policy has been revised since your last visit by referring to the "Effective Date of Current Policy" date at the top of this page. Your use of our Website on or after the Effective Date constitutes your acceptance of the terms of the Privacy Policy as amended or revised by us, and you should therefore review this Privacy Policy regularly to ensure that you are aware of its terms.

# **California Privacy Rights**

Beginning on January 1, 2005, California Civil Code Section 1798.83, also known as S.B. 27, or the "Shine the Light" law, allows California residents to request certain information regarding our disclosures in the prior calendar year, if any, of their personally identifiable information to third parties for their own direct marketing purposes.

To make such a request, please contact us at: info@poodooleash.com with the phrase "Request for California Privacy" in the subject line. You must include sufficient detail for us to locate your information and contact you. Please include, at a minimum, your name, email and postal address.

We will attempt to provide you with the requested information within thirty (30) days of receipt. We reserve our right not to respond to requests sent more than once in a calendar year, or requests submitted to an address other than the one posted in this notice. Please note that the California Shine the Light law does not cover all information sharing. Our disclosure only includes information covered by the law.

If you have any questions about this Privacy Policy, please contact info@poodooleash.com.