

Terms of Use

Terms of Use ("Terms")

Last updated: February 5th 2020

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the <https://www.happyhealthypet.app> website and the Healthy Pet Mobile Application (the "Service") operated by Melanze ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Backups

We are not responsible for Content residing in the Mobile Application. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content.

Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Links To Other Web Sites

Our Service may contain links to third-party web sites, other mobile applications or services that are not owned or controlled by Melanze.

Melanze has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Melanze shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Intellectual property rights

This Agreement does not transfer to you any intellectual property owned by Melanze or third-parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Melanze. All trademarks, service marks, graphics and logos used in connection with our Mobile Application or Services, are trademarks or registered trademarks of Melanze or Melanze licensors. Other trademarks, service marks, graphics and logos used in connection with our Mobile Application or Services may be the trademarks of other third-parties. Your use of our Mobile Application and Services grants you no right or license to reproduce or otherwise use any Melanze or third-party trademarks.

Disclaimer of warranties

The app is provided "as is". The Operator and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither the Operator nor its suppliers and licensors make any warranty that the app will be error-free or that access thereto will be continuous or uninterrupted. You understand that it is your responsibility to ensure that your pet's vaccines are up to date, and use the official pet passport for travels. This app is in no way a substitute for the official pet passport, it is only used to give a reminder when vaccines and alike are due for renewal.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will Melanze, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if Melanze has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Melanze and its affiliates, officers, employees, agents, suppliers and licensors, relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to Melanze for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

Indemnification

You agree to indemnify and hold Melanze and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Mobile Application or Services or any wilful misconduct on your part.

Changes and amendments

We reserve the right to modify this Agreement or its policies relating to the Mobile Application or Services at any time, effective upon posting of an updated version of this Agreement in the Mobile Application. When we do, we will revise the updated date at the bottom of this page. Continued use of the Mobile Application after any such changes shall constitute your consent to such changes.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Mobile Application or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorised to use or access the Mobile Application and its Services.

Contacting us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may send an email to hello@happyhealthypet.app

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