

SMS Picture Messaging Option Terms of Use

SMS Texting is included in your monthly PetExec subscription cost. With PetExec 3.2, you can now track your communications with SMS text messaging logs.



Upgrading to our Picture Messaging Option will include the ability to text images to your pet owners. This includes an unlimited number of pictures to all of the pet owners in your system.

Terms and Conditions

There is a \$10.00 monthly charge to upgrade to the image messaging option. In order to support pictures, a phone number needs to be purchased for your business. This monthly fee covers that cost.

This does not include the option for owners to reply to your text message. That functionality is not currently available.

How to order the Image texting feature.

Contact us if you would like to add Picture Messaging to your account. A \$10 fee for this option will be added to your monthly subscription cost with PetExec. Send an email to billing@petexec.net.

How to set up your PetExec system for text imaging.

You may need to make the following changes to your application preferences in order to see the owners phone number in the system.

Use the following settings if you do not currently have owner's phone numbers appear on the dashboard:

Company Preferences > Application Preferences >

Miscellaneous tab > Show Customer Address to show the address on the Dashboard.

Company Preferences > Application Preferences > Grooming tab > Show Phone Numbers in Grooming Schedule

Simply click on the phone number and the SMS text message box will appear.

How to turn off / Cancel the image texting feature.

If you wish to turn this feature off, please notify billing@petexec.net. We will cancel the service. Please allow 30 days for the fee to be cancelled. The monthly fee is non-refundable, regardless of whether or not the feature was used.

PetExec Inc. will not be held responsible for any inappropriate or illegal use of images texted or any legal consequences from improper usage of the image texting feature.

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted within one (1) year after the cause of action arises or it will be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

Conduct

Your use of the image texting is subject to all applicable laws and regulations, including Netiquette, and you are solely responsible for the contents of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this

site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content – including text, communications, software, images, sounds, data, or other information – that:

(a) Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;

(b) Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;

(c) Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;

(d) Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;

(e) Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or

limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or

(f) Impersonates any person or entity, including any of our employees or representatives.

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You agree that we may at any time, and at our sole discretion, terminate your subscription without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

Designated Agent for Claimed Infringement:

Paul J. Naro, President

1670 Paonia St

Colorado Springs, CO 80916

888-738-3935

paul@petexec.net

If you notice that any user is violating these Terms of Use, please contact us via email at info@petexec.net or by telephone at 1-888-738-3935.

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