

01. Terms & Use Agreement

MeowVictory

Terms of Service

Last modified on October 11, 2023

1. Acceptance of Terms

MeowVictory.com (the "Site") is owned and operated by VICTORILYN LLC, a Florida limited liability company (the "Company" or "US/We"), and the Company welcomes you to its online service (the "Service"). By using this Site or Service, you are agreeing to the following Terms of Service ("TOS"), whether or not you are a registered customer of the Company. The TOS may be updated from time to time without notice to you. However, you can always find the latest TOS at <https://www.MeowVictory.com/> and should check regularly for updates and changes.

In addition, when using the Service, you shall be subject to any posted policies, guidelines or rules applicable thereto. All such policies, guidelines and rules are hereby incorporated by reference into the TOS. You further agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to these TOS.

IF YOU DO NOT AGREE TO THE CURRENT TOS, PLEASE DO NOT USE THIS SERVICE, SINCE YOUR USE OF IT CONSTITUTES ACCEPTANCE OF ALL OF THE MOST CURRENT TOS FOR ITS USE.

2. Description of Service

The Company provides a web-based Service in the form of a platform, which is made available to users, on which said users may browse a variety of kittens currently being offered for sale or adoption through the platform, and affords users the ability to inquire about, place orders, reserve, and/or purchase or adopt kittens listed as currently available thereon. Additionally, the platform allows for users to select their method of receipt of any kittens purchased or adopted through the platform, which may include a variety of shipping methods, as further detailed below, or by receiving the purchased or adopted kitten in person. Any such shipping methods made available to users shall be subject to change at any time and for any reason, within the Company's sole discretion. The platform also contains a collection of various types of content made available through the Service, which may be provided to users in the form of audio, video, and/or various text features. This Content (as defined by Section 4 below) made available to users through the Site and Service is in no way considered to be any form of professional veterinary advice, and is provided strictly for entertainment and informational purposes. In the event that any user feels that they may require the services of a veterinary professional or specialist, they are hereby advised to immediately seek those services from such professionals, as this Site and the Services provided thereon are in no way intended to be a substitute or replacement of the services such appropriate professionals.

THE SERVICE IS PROVIDED "AS IS" AND THE COMPANY ASSUMES NO RESPONSIBILITY FOR TIMELINESS IN DELIVERY OR OTHER ASPECTS OF THE SERVICE, ERRORS IN CONTENT OR

THE ACCURACY OF ANY INFORMATION TRANSMITTED THROUGH THE SERVICE, PERIODS OF INACTIVITY OR INABILITY TO USE THE SERVICE, OR FAILURE TO STORE ANY PARTICULAR INFORMATION, COMMUNICATION, OR WRITING. ADDITIONALLY, COMPANY PROVIDES ANY AND ALL INFORMATION OR CONTENT MADE AVAILABLE THROUGH THE SERVICE, WITHOUT WARRANTY OF ANY KIND AND AS SUCH, THE COMPANY IS NOT RESPONSIBLE OR LIABLE FOR THE ACCURACY, CONTENT, COMPLETENESS, LEGALITY, OR RELIABILITY OF SUCH CONTENT OR INFORMATION.

Unless explicitly stated otherwise, any newly added features which may augment or enhance the Service, including without limitation the release of new Company properties, are subject to the then current TOS.

All users must abide by the TOS. If a user fails to follow any of the guidelines and/or rules of behavior, the Company can discontinue said user's ability to use the Site or Service at any time, and for any reason. In addition, Company has the right, but not the obligation, to adjust, edit, or delete any materials, data, links, posts, or comments which Company may find objectionable, inappropriate, or to have been posted in error, in the Company's sole discretion.

You may only use the Site and Service for purposes expressly permitted by this TOS. As a condition of your use of the Site or Service, you represent and warrant to Company that you will not use the Site and any Service for any purpose that is unlawful, offensive, and/or prohibited by this TOS.

You alone are solely responsible for any activity that takes place on the Site or through the Service under your name and payment information. If you become aware of any unauthorized use of your name and payment information it is your responsibility to notify the Company immediately.

You understand that you may receive business-related communications from Company such as Service announcements and account administrative notices, and you agree that these communications are not "unsolicited commercial email advertisements" and thus, subject to all applicable laws, you agree to receive such communications. You may unsubscribe from the receipt of such email communications at any time by sending an email requesting such un-subscription and/or cancellation to an email address that shall be designated specifically for receipt of such requests, however, the fulfillment of this request may affect the functionality of the Service and its ability to perform as intended. Additionally, even in the event that you unsubscribe from the marketing emails, if you have requested that the Company contact you about certain services, you authorize the Company to send you important notices about such services and any pending transactions relating to these services, to any email address you have provided to Company throughout the registration process, or at any other time thereafter. It is your sole responsibility to ensure that the email address on file remains up to date to be sure that important emails sent to you are not blocked or re-routed to spam folders.

As a user of the Service you also understand and agree that the Service may also include advertisements or links thereto. You agree that such advertisements are not "unsolicited commercial email advertisements" and, subject to all applicable laws, you agree to receive such communications. You understand and agree that your correspondence or business dealings with, or participations in promotions of, advertisers found on or through the Service, including payment and delivery of services, and any other terms, conditions, warranties or representations associated with such dealings, are

solely between you and the advertiser, and therefore subject to the advertiser's terms of service and privacy policy. You agree that the Company shall not be responsible nor liable for any loss or damages incurred or sustained as the result of such dealings or as the result of the presence of such advertisers on the Service.

YOU MUST BE AT LEAST 18 YEARS OF AGE TO ACCESS AND USE ANY PORTIONS OF THE SERVICE. IF YOU ARE ABOVE THE AGE OF 13, BUT BELOW THE LEGAL AGE MAJORITY, THIS SERVICE MAY ONLY BE USED WITH PARENTAL CONSENT AND SUPERVISION. IF YOU ARE 13 YEARS OR YOUNGER, DO NOT USE THIS SERVICE FOR ANY PURPOSE AS IT IS NOT INTENDED FOR USE BY CHILDREN.

3. Rules of Behavior

- You shall not abuse, defame, harass, stalk, threaten, intimidate, or otherwise violate the legal rights of others.
- You shall not violate the privacy or publicity rights of others.
- You shall not take any action which may subject other users or the public to any material that is inappropriate, defamatory, infringing, obscene, vulgar, libelous, racially or ethnically hateful, objectionable, or unlawful (or promote or provide instructional information about illegal activities or communications that could reasonably cause damage, loss, harm, or injury to any individual or group).
- You shall not take any action which may subject other users or the public to (a) anything that promotes or distributes pyramid schemes or chain letters, or (b) other disruptive, illegal or immoral communications of any kind.
- You shall not take any action which could potentially exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or information, or otherwise exposing them to materials or information which in any way could cause damage, injury, or harm of any kind.
- You shall not take any action which may subject other users or the public to anything which harvests or otherwise collects information about other users, including without limitation addresses, phone numbers, e-mail addresses, and/or financial information of any kind, without the users' prior express consent in each instance.
- You shall not take any action which may subject other users or the public to anything that advertises any commercial endeavor (e.g., offering for sale any products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services), or solicits funds, advertisers or sponsors for any purpose.
- You shall not take any action that infringes any patent, trademark, copyright, trade secret or other intellectual property or other legal right of another user or of any third-party without prior written permission from said user or third-party in each instance, which written permission you agree to disclose to the Company at any time upon Company's request (subject to all applicable laws). You shall not intentionally download any material that you know or should reasonably know cannot be distributed legally.
- You shall not impersonate another person, group of people, or entity at any time, and the prohibition of such activities shall also include not using anyone else's name or payment information.
- You shall not use the Site or Service for any illegal, immoral, or unauthorized purpose.

- You shall abide by all applicable Federal, State, and local laws at all times. If you are outside of the United States, you shall comply with any and all local laws as well with respect to your online conduct, including without limitation, the exportation of data to the United States or to your country or residence.
- You shall not modify, edit, or delete any Content or communications of the Site or Service and/or of other users of the Service.
- You shall not transmit any viruses, worms, defects, Trojan Horses or any items and/or computer code, files or programs of a destructive nature and/or otherwise designed to interrupt or limit the functionality of any computer software or hardware or telecommunications device.
- You shall not transmit or allow access or distribution of any spiders, robots or other information gathering computer programs or routines or their equivalents on the Site or in the Service.
- You shall not take any action which disrupts the normal flow of Content on the Site, or otherwise take any action which affects the ability of other people to engage in real-time activities through the Site.
- You shall not interfere with or disrupt the Site, the Service, the servers, or networks connected with the Site or Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Site or Service.
- You shall not make any inquiries or place any orders under any false or fraudulent pretenses (including by automated means).
- You shall not retrieve, store or collect personal information about any user for any unauthorized purpose, and may not retrieve, store, or collect personal information about any user for any valid purpose without such user's prior written consent in each instance (and acknowledgment that they are at least 13 years of age).
- You shall not engage in any "spamming" of any kind, including without limitation ad spamming.
- You shall not use the Company's or Site's name or trademarks or related trade names, which you acknowledge here to be valid, subsisting and enforceable without impediment, and you will not expressly or by implication create the false or misleading impression that the Company or the Site is associated with, or endorses, or is in any way connected with you or your business.

WHILE THE COMPANY EXPLICITLY PROHIBITS THE ABOVE CONDUCT YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT AND THAT YOU USE THE SERVICE ENTIRELY AT YOUR OWN RISK, AND THAT THE COMPANY SHALL HAVE NO LIABILITY OF ANY KIND FOR SUCH CONDUCT AS CARRIED OUT BY ANY THIRD-PARTY AT ANY TIME, UNLESS EXPRESSLY SET FORTH TO THE CONTRARY BY THE COMPANY IN WRITING.

YOU UNDERSTAND AND AGREE THAT IF YOU VIOLATE ANY OF THE RULES OF BEHAVIOR, THE COMPANY MAY TERMINATE YOUR USE OF THE SERVICE IMMEDIATELY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT TO A REFUND, SET-OFF, OR HEARING.

4. Content

As a user of the Site or Service, you will be provided access to a variety of materials and information, which may include, but shall not be limited to certain text, audio, video, photographs, graphics, and other informational data. All materials contained on the Site, whether uploaded by the Company or by any third party, shall be considered ("Content"). Company does not warrant or guarantee any Content

uploaded by the Company, nor does it screen, warrant, guarantee, or endorse any Content uploaded by any third-party.

The Company shall have no liability of any kind with respect to any Content listed on the Site, or your use or reliance thereon. You agree that you must assess and bear all risks associated with your use of any Content of the Site, or contained in any links found on the Site. In this regard, you may not rely on any Content created by the Company or by any third-party, or otherwise created, distributed and displayed on any part of the Service. The Company does not control or monitor all of the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

You acknowledge that Company may or may not pre-screen Content but that the Company and its designees shall have the right, but not the obligation, in its sole discretion to pre-screen, refuse, move, edit, and/or delete any Content that violates these TOS, was posted in error, and/or is otherwise objectionable as determined by the Company in its sole discretion.

The Company may preserve and store your information if it believes in good faith that such preservation is necessary to comply with legal or regulatory processes, respond to claims that your actions may violate the rights of third-parties, and/or to protect the rights, property or personal safety of the Company, the Site, the Service users, or the public.

The Company respects the intellectual property of others and the Company requests its users do the same. In certain circumstances and at its discretion, the Company may, but is not obligated to disable, suspend and terminate the access and ability to use the Site or Services, of members who may be infringing on the rights of others. If you believe that your intellectual property has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please contact the Company as soon as practically possible with the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of where the material you claim is infringing is located on the site;
3. your name, address, telephone number, and email address;
4. a statement claiming that you have a good faith belief that the disputed use has not been authorized; and
5. a statement by you made under penalty of perjury, that the above information is accurate and that you are the copyright or intellectual property holder or are authorized to act on behalf of the holder.

Upon receiving a sufficient and proper notification of alleged copyright infringement as described above, the Company will remove or disable access to the allegedly infringing content and promptly notify the alleged infringer of your claim. Please submit your statement to the Company by mail, fax or email as set forth below:

VICTORILYN LLC

MeowVictory.com

Email: [info@MeowVictory.com]

Phone: +1(323) 388-2182

Mailing Address: VICTORILYN LLC
Copyright Agent 2775 NE 187TH STREET
APT 511, AVENTURA, FL 33180

5. Payments

To use or access certain features, or make purchases through the Site and Services offered by the Company, you may be required to pay a specified fee, depending on whether the kitten you have selected through the Site or Service is up for adoption or listed for sale. The descriptions of the kittens available for purchase or adoption, along with the costs associated with said purchase or adoption fee, shall be detailed on the profile page of the specific kitten you wish to purchase or adopt, which can be located under the "All kittens for sale" tab on the header of the Site. The costs associated with said purchase or adoption fees and any additional offer inclusions or amenities provided with the purchase or adoption of said kitten shall be subject to change at any time in the Company's sole discretion. Any updates or changes in pricing will be reflected on the profile page of the specific kitten you wish to purchase or adopt. In order to make said payments required to satisfy any outstanding balance or otherwise compensate the Company for any other Services offered, you may be asked to input personal and/or business banking information, including but not limited to, credit card information, billing addresses, bank account information, or account information for other payment Services offered, such as PayPal, Zelle or other similar payment methods made available at that time. The Company hereby reserves the right to add, retract, change, or discontinue the allowance of the use of any particular payment method offered on the Site, in Company's sole discretion. Any such payments shall be made in strict accordance with both the terms hereof, and the terms of service of any third-party, which the Company may elect to use for the processing of such payments, within Company's sole discretion. Financing for the purchase or adoption fee of a kitten obtained through the Site or Service may be offered and available through a designated third-party lender ("Lender") of Company's choosing. You hereby acknowledge and agree that Company has no control over Lender's operations or policies, and that any such financing obtained through a Lender or any repayment requirements resulting therefrom, shall be strictly subject to said Lender's terms and conditions in addition to any ancillary agreements entered into by and between you and the Lender.

6. Links

Through the Service, the Company or other third-parties may provide links to other websites or resources, which are not maintained by or related to the Site or Service. Links to such sites are provided as a service to the users and are not sponsored by, endorsed or otherwise affiliated with the Company. The Company has no control over these sites and their content, and makes no representations or warranties about the content, completeness, quality or accuracy of the links, materials or information contained on any such website. Therefore, you acknowledge and agree that the Company is not responsible for the availability of such links, resources and content, and does not endorse, and is not responsible or liable for, any content, advertising, products, or other materials made available on or from these linked websites. You also acknowledge and agree that the Company is not responsible or liable, directly or indirectly, for any damage or loss caused by or alleged to have been

caused by, or in relation to, the use of any materials, goods or services offered through these links or any failures and/or disruption to your computer system that results from your use of any such links, or for any intellectual property or other third-party claims relating to your posting or using such links.

7. Indemnity

You agree to indemnify, defend, and hold the Company, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any and all loss, cost, injury, liability, claims, damages, or demand of any kind, including actual attorney's fees and related costs, made by or arising out of your use of the Site or Service in violation of these TOS and/or your violation of any rights of another or any applicable law, rule or regulation.

8. No Resale of Service

You agree not to, without the express prior written consent of the Company in each instance: reproduce, duplicate, copy, sell, resell, or exploit, for any commercial or other purposes, any portion of the Service or Content or other information or materials of any kind that you do not own.

9. Modification and Termination of the Service

The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that the Company will not be liable to you or any third-party for the consequences of any modification, suspension or discontinuance of the Service.

10. Company Privacy Policy

The storage and any use of personal and other certain information shall be subject to Company's Privacy Policy. As a condition of using the Service you agree to the terms of the Privacy Policy, as it may be changed and updated from time to time. The Company's Privacy Policy, which is incorporated herein by reference, is located at <https://www.MeowVictory.com/>

You agree that your use of this Service is subject to the Privacy Policy, and therefore, agree that you will not use this Service unless and until you review the Privacy Policy and agree with its terms in its entirety.

11. Registration / Payment Information

In order to use certain aspects of the Service you may be required to submit certain personal and/or payment information into the platform. Users of the Company's Site and Services shall be subject to the following specific terms in addition to all of the other terms in these TOS:

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract, which is eighteen (18) years of age in the United States, and are not a person barred from receiving the Services under the laws of the United States or other applicable jurisdiction.

You agree to provide true, accurate, current and complete information as required on the Service's registration and/or payment forms. If you provide any information that is untrue, incomplete, not current or inaccurate, the Company has the right to suspend or terminate your current or future use of the Site or Service (or any portion thereof).

You understand, acknowledge, and agree that in order to participate in some of the Services offered through the Site, you may be required to provide company with personal/financial information which

may include but shall not be limited to information pertaining to financial institutions you hold accounts with, bank account information, and credit card account information.

You agree that the Company may, for any reason in its sole discretion, and without prior notice, immediately terminate your access to the Site or Service. Cause for such termination may include, but shall not be limited to: (i) a breach or violation of the TOS or other Company policies, guidelines, or rules (including without limitation the Privacy Policy), (ii) extended periods of inactivity, (iii) your engagement in fraudulent or illegal activity, (iv) unexpected technical or security issues, and (v) requests by law enforcement or other government agencies. You also agree that any termination is in Company's sole discretion and that the Company will not be liable to you or any third-party for any deletion of materials or information, and/or termination of your access to the Site or Service.

You are responsible for any activities that take place under your name and payment information. The Company is not responsible or liable for any loss or damage arising from your failure to comply with the provisions of these TOS.

Company shall have no liability for losses, chargebacks, uncollected fees, expenses or any other items.

12. Initial Examination and Treatment of Your Kitten

Upon receipt of your kitten, the kitten must be taken, within 48 business hours from the moment of delivery or the pickup of the kitten from our physical store, to a licensed veterinarian for an initial wellness physical exam. During this wellness physical examination, a stool analysis (evaluation for internal parasites) shall be required to be performed, and the same shall be performed solely at your expense. For the purposes of these TOS, parasites such as giardia or coccidian shall be deemed to be maintenance conditions ("Maintenance Conditions"). It is estimated that roughly 80% of all kittens get giardia or coccidia. Company shall in no way be liable nor responsible for any costs associated with the treatment of any Maintenance Conditions of your kitten. If the kitten is found to be infected with a parasite such as giardia or coccidian, you hereby understand, acknowledge, and agree that any and all costs associated with the treatment thereof, shall be your sole responsibility, and that the Company shall not be liable for the coverage of such costs, or for any portion thereof. Parasites are relatively inexpensive to treat and can usually be cleared through the implementation of simple oral deworming treatments, typically given once a day for 3 to 7 days. Deworming throughout the life of your kitten is considered common health maintenance, and any costs associated therewith shall be your sole responsibility. We suggest that you take your kitten into a licensed vet at least once a year for a wellness exam.

Your kitten will be delivered up to date with shots and therefore you should not vaccinate your new kitten within the first ten (10) days. This will help prevent over vaccinating your kitten. You understand and acknowledge that kittens that are prone to hip and patella related issues require special attention to feeding and exercising. You hereby agree that you will not overfeed and or over exercise during the standard infant growth period.

The 48 business hours window afforded to you in order to have the kitten seen for its initial wellness physical exam, shall exclude weekends and holidays, and the examination may be performed by a licensed veterinarian of the consumer's choosing, so long as the veterinarian is sufficiently, currently, and actively licensed in the state or province in which the examination shall be performed, and so long

as such licensing remains in good standing up through the actual occurrence of the examination. If the veterinarian certifies in writing that, at the time of sale, the cat was unfit for purchase due to a congenital or hereditary disorder, you shall be afforded the right to return the animal and receive a refund of the purchase price, which shall include any sales tax paid thereon, but shall exclude any and all veterinary costs related to the examination or the certification that the kitten was unfit for sale. You must immediately notify the Company within 2 business days of the licensed veterinarian's determination that the animal was unfit for sale, and any failure to do so shall result in the barring and loss of your right and/or ability to receive a refund.

Upon the initial receipt of your kitten, in the event that you determine something is wrong with your kitten, please call +1 (323) 388-2182 IMMEDIATELY, as we may be able to provide simple home remedies as an alternative to veterinary care. In the event of a true emergency, you are hereby advised to take the kitten directly to an emergency vet hospital. Upon making the election to take your kitten to the emergency vet hospital, we strongly recommend calling the number above while you are on your way, in order to ensure that no affordable alternative options exist. In the event that you do elect to take your kitten to the emergency vet hospital, you hereby understand, acknowledge, and agree that you shall be solely responsible for any and all costs associated therewith. Sometimes the Company may be able to provide a simple at home remedy over the phone, which can save you a cost of hundreds, if not thousands, in veterinary bills. Early detection is extremely important in preventing the development of serious health complications in your kitten.

Eye Color. Cats are born with their eyes closed. But their eyes open at the age of approximately 2 weeks to reveal blue-colored eyes. Only a small percentage of cats keep this blue eye color. Most cats' eyes gradually change color, with the most common colors being green, yellow, hazel and golden brown. Blue eyes have virtually no melanin present, as young kittens don't produce a lot of melanin. But as they grow and age, the kitten's body produces more melanin, triggering the eye color change, which occurs around 4 weeks of age and progresses until about 10 weeks of age. Some common blue-eyed cat breeds are Siamese, Himalayans, Ragdolls, Bengals, the Cornish Rex, the Tonkinese, the Javanese and color point Persians. Among domestic long hair and domestic short hair cats, those with white hair tend to be most apt to have blue eyes. A kitten with a picture of blue eyes may not keep this color. Likewise, it is not a reason for refund or chargeback if your kitten's eyes change color.

Cat Coat Color. Please take note that in many breeds of cats, such as Siamese, Himalayan, and other Oriental cats, the color of cat fur is determined by the temperature of their skin. The skin is cooler at the body's extremities — feet, tail, and ears/face — which is why they have white or cream-colored bodies and darker "points." As such, it is normal that a cat's coat changes color. It should further be noted that, besides temperature, sun, nutrition, and age can change a color's coat. The cat might have a picture with a lighter or darker coat in pictures than when it arrives. This is normal and not a reason for refund or chargeback. As such, patterns of the coat, and shading might also change. This is normal, and is not reason for a refund or chargeback.

13. Guarantee on Your Kitten

Unless otherwise disclaimed with respect to a particular kitten, all kittens purchased through our Site or Service shall be sold with a 12-month guarantee ("Guarantee"). The Guarantee shall be subject to the following terms:

First 6 Months: You shall be entitled to a 100% credit of the base price of the kitten in the event that the kitten passes away due to any genetic or hereditary defect. (FeLV, FIV, and FIP are not genetic and are specifically excluded). In the unlikely event of death of this kitten/cat due to genetic abnormalities (proof is to be provided to the Company in the form of a detailed autopsy report and a letter written by a licensed veterinarian stating the exact cause of death, and including the description of the kitten/cat's date of birth, name, sex, color, pattern and microchip number)

Second 6 Months: You shall be entitled to receive a 50% credit of the base price of the kitten in the event that the kitten passes away due to any genetic or hereditary defect.

Credits made payable to you under the terms of this provision shall not be made in the form of a monetary return, but instead shall be strictly limited to store credits which may be used towards the purchase of another kitten or other supplies through our Site, Service, or in our physical store. The base price of the kitten refers strictly to the cost of the kitten and shall not include the price of shipping or any other costs or fees associated with the Services. This Guarantee shall NOT afford you the right to receive an actual monetary refund from Company for the guaranteed amount.

In the event of death, significant injury, or severe abnormality of your kitten, discovered within the Guarantee period of your kitten's life, you must:

Call Company immediately and inform Company of such at: +1 (323) 388-2182

Retain possession of the kitten at all times (unless required to be released by any state or local law enforcement official such as Animal Control or a Humane Officer).

Any and all Guarantee requests from users shall be subject to the Company's review and shall be subject to Company's approval, which may be withheld in Company's sole discretion. It is your sole responsibility to document any and all wellness checks or other forms of treatment received by your kitten, as the same will be required and requested by Company prior to the performance of a Guarantee review. When seeking to obtain such credits through the terms of this provision, a valid certificate of death with the exact cause of death from a licensed pathologist shall be required, and must be provided to Company for review, before any such Guarantees shall be approved. When seeking to make a claim with Company under the terms of this provision, you shall first make an appointment for a general exam with a licensed veterinarian. If veterinarian finds no obvious signs of death, including but not limited to blunt trauma, broken ribs, burn marks in the mouth, or any obstructions in the throat, you thereby agree to take the kitten to a licensed pathologist and have the pathologist perform a gross and micro necropsy, and the same shall be performed at your sole expense. Without a conclusive determination for the cause of death by a licensed pathologist, buyer understands that this Guarantee shall be denied by Company, within Company's sole discretion. Additionally, you hereby agree and consent to the provision of access to the medical records of your kitten, to Company. In the case of a determination of severe knee, elbow, or hip dysplasia found within the first 30 days of possession by a licensed veterinarian, a 100% credit of the base price of the kitten will be offered towards the purchase of another kitten from Company's Site, Service, or physical store.

According to veterinary practice (<https://www.iowaveterinaryspecialties.com/student-scholars/feline-infectious-peritonitis>) incubation period for feline coronavirus infections to be developed into clinical FIP is six (6) weeks. Buyer understands that Feline Infectious Peritonitis (FIP) is a viral disease of cats caused by certain strains of a virus called the feline coronavirus. The coronavirus is as common in cats as the common cold is in humans and normally not dangerous at all. Cats infected with coronavirus generally do not show any symptoms and it resolves itself just like the common cold. However, in a small percentage of cats infected with the coronavirus, either by mutation or an anomaly of the immune response, the infection progresses into clinical FIP. Once a cat develops clinical FIP the disease is progressive and almost always fatal. There is no definitive tool for detecting FIP in live cats at this time and there is no cure. Just because a cat tests positive for coronavirus it does not mean that it has or ever will develop FIP. Because the coronavirus is so prevalent in domestic cats it is impossible to guarantee against it or FIP. HOWEVER, as a courtesy MeowVictory will cover your new kitten for 6 (six) weeks from the date of delivery, against death due to FIP if the diagnosis is confirmed by a licensed vet by necropsy. In this unfortunate event, MeowVictory agrees to replace the kitten with one of equal value as soon as one becomes available.

Exclusion to Guarantee: Cats are most commonly affected by a type of heart disease known as hypertrophic cardiomyopathy, in which the walls of the heart thicken and do not pump blood effectively. This can lead to heart failure. This type of heart disease can be found in cats of any age and because it is more common among some cat breeds than others, there may be a genetic predisposition for your kitten to succumb to the same. As such, the Company hereby expressly excludes any deaths resulting from hypertrophic cardiomyopathy disease, from being eligible for credits from this Guarantee, for the following breeds:

Maine Coon

Persian

Scottish fold

British

Sphynx, Elf, Bambino

Additional Exclusions to Guarantee: Company shall not be liable for, and any Guarantee requests to cover any of the following conditions or ailments, shall be denied by the Company: Allergic reactions to cat food, grains, grass or environment and or any other human condition, failure to use a litter box, cherry eye, hypoglycemia, cancer, or low grade heart murmurs, retained baby teeth, or any non-lifestyle changing cosmetic genetic abnormalities.

FIV/FeLV, FIP, Ringworm Vaccinations and declawing of paws will void any health guarantee. Recent research has shown that the feline leukemia vaccine is ineffective and may cause a cat who receives it to contract the disease.

You hereby acknowledge that purchasing a kitten is a responsibility that entails maintaining the health of the kitten. Frequent vet visits; proper feeding of good nutrition, vitamin supplements, and the cost thereof should be expected. You understand that vet bills including but not limited to viral illness, hip issues, patella issues, cancer, spaying/neutering, undescended testes, flea control, and/or any other

condition which may result from or be required to keep a kitten healthy is a financial commitment, and is your sole responsibility to pay at time of service, unless otherwise covered by applicable laws or regulations. Failure to provide physical documented proof of proper care including invoices to regular wellness exams, vaccinations, and other similar treatments, shall void this Guarantee, as the determination to issue such a guarantee remains within Company's sole discretion. The Company encourages you to spay or neuter your kittens. This kitten is being sold as a companion animal and not for commercial breeding purposes. The Company cannot guarantee the temperament of the kitten, as bad temperament can be a result due to improper socialization, discipline, and or training.

It is your sole responsibility to cover and pay any and all veterinarian medical bills at the time of the receipt of such services. When seeking to file a claim with the Company pursuant to the terms of this provision, please follow the claim instructions on the Company's Guarantee page for covered ailments or conditions. The Company hereby retains the right to obtain a second opinion on the cause of the kitten death or ailment, at the Company's vet of choice.

Upon the approval of a claim under the terms of this provision, in the event that you fail to select and arrange for pickup or delivery, a replacement kitten within 30 days of the Company's offering, the Company shall have no further obligation to fulfill the same, and you thereby agree to release the Company from any further or future claims pertaining thereto.

You hereby understand, acknowledge, and agree that this Guarantee does not cover any condition that may result from injury or neglect. This Guarantee does not cover buyer's existing pet(s) for parasites or viral illnesses that may have been contracted by the new kittens. The Company shall in no way be responsible nor liable if your landlord, spouse, current pet, or any other individual disapprove of the kitten.

Pursuant to Florida Statute, Section 828.29(6), a consumer may sign a waiver relinquishing his or her right to return the dog or cat for congenital or hereditary disorders. Pursuant to Florida Statute, Section 828.29(6), you affirmatively agree and forever relinquish the rights and remedies you have Under Section 828.29, colloquially known as "Pet Lemon Laws."

As such, you have 48 normal business hours, excluding weekends and holidays, in which to have the animal examined by a licensed veterinarian of your choosing. The veterinarian must certify that, at the time of sale, the kitten was unfit for purchase due to a congenital or hereditary disorder. Only at that instance, does the right of return trigger. An animal may not be determined unfit for sale on account of an injury sustained or illness contracted after the consumer takes possession of the animal. A veterinary finding of intestinal or external parasites is not grounds for declaring a dog or cat unfit for sale unless the animal is clinically ill because of that condition. If any section of this agreement conflicts with this section. This section shall govern.

We reserve the discretion of contesting any demand for veterinary expenses, refund, or exchange made by you. We may, at our sole discretion, require you to produce the animal for examination by a licensed veterinarian designated by the us. Upon such examination, if we are unable to reach an agreement that constitutes one of the options set forth in subsection (5) or subsection (6) of Florida Statute, Section 828.29 within 10 business days following receipt of the animal for such examination,

you may initiate an action in a court of competent jurisdiction to recover or obtain reimbursement of veterinary expenses, refund, or exchange.

14. Shipping of Your Kitten

For users seeking to have their kitten delivered, rather than picking their kitten up from our physical store location, once the kitten is approved for travel, the kitten will typically ship within 2-14 days of the date of the agreement, but this shipping window is subject to change within Company's sole discretion. Sometimes a kitten may need further medical attention before shipping, and therefore delays in the shipping window may be incurred. The final decision of the shipping date for the kitten will be made by a veterinarian of the Company's choosing, with the health of the kitten being the sole priority, and thereby a possible reason for any shipping delays. The delivery the kitten shall be arranged through third-party vendors of Company's choosing. Other common reasons for delivery delays may include but not limited to, the weather, mechanical failures of ground or air transportation or any other unforeseen circumstances, and therefore the ultimate shipping date shall remain in the Company's sole discretion. The Company shall not be responsible for any inconvenience, loss, costs or any other damages incurred by you as a result of such delays in delivery of the kitten. You hereby understand, acknowledge, and agree that there are no refunds whatsoever, for any flight delays, airport delays, flight cancellations, or any other circumstance which may affect the ability to ship your kitten via air. You hereby acknowledge and agree that Company has made it a practice to provide only the requisite health certificates and vaccine records for domestic United States and Canadian flights, when shipping kittens via air travel. The transmission or delivery of certain animals or breeds may be restricted by certain applicable laws and/or regulations, when done so between state or national borders. You hereby represent and warrant to the Company that you have performed sufficient legal research and/or made sufficient legal inquiries with a legal or regulatory professional, and that you have determined that the shipping of your kitten from our location to the location you have designated for delivery, shall not violate any applicable federal, state, or local laws or regulations. You hereby understand, acknowledge, and agree that Company shall have no liability to you for any costs, fines, damages, or other losses incurred as a result of a violation of any such laws, resulting from our delivery of the kitten to a location designated by you, or through a particular method of delivery designated by you.

15. No Cancellations, Returns, or Refunds

ALL SALES ARE FINAL – NO RETURNS – KITTENS ARE SOLD AS IS. You hereby acknowledge, understand, and agree that there are no refunds and no returns on your kitten under any circumstances, other than those instances subject to the Guarantee provision herein above. The kitten is in good health and free from any disease at the time of sale as far as the same has been determined by the Company's elected veterinarian. You hereby acknowledge and agree that a safe and suitable home will be provided for the kitten purchased.

The Company will not accept any return of the kitten for a cash or credit refund for any reason other than those specifically outlined herein. In the event that you determine that you have to return the kitten for any reason, it shall be on a surrender basis with no refund or credit provided, unless said reason falls within a covered circumstance addressed in these TOS. Upon the issue of a surrender of your kitten, the Company shall undertake any reasonable shipping fees and arrangements associated with

the return. The Company may assist, at its sole election, in the rehoming of the kitten through our in-house rehoming program, or through our Facebook rehoming program where you may send us a current picture of the kitten with your first name and phone number, and we may advertise the kitten as an "Adoption Alert" on our Facebook page. This may allow you to directly rehome the kitten with a new family and help avoid the kitten ending up in a shelter, which we seek to avoid at all costs.

Failure to Deliver: In an extraordinary situation where the kitten is not delivered within 30 days of the date of the original purchase, the Company may permit you to cancel the purchase of the kitten, upon receipt of your written notification to the Company of your failure to receive the kitten, via email at: info@MeowVictory.com. Any such cancellations shall be subject to an administrative fee of \$300/\$500/\$800 or 50% of the cat amount, which will be taken from the initial payment amount, and will be retained by the Company.

- Cats/kittens purchased will be vaccinated 2 times with PCH and 1 time with PCHR vaccine and microchipped prior to leaving.

All cats/kittens are sold as a pet only if it's not mentioned in the separate invoice to the customer. · Purchaser agrees to care for this cat/kitten by providing adequate human attention and indoor facilities, to maintain proper nutrition and, if deemed necessary, prompt medical attention. Purchaser agrees that this cat/kitten will never be given or sold to any research laboratory, humane society, or similar facilities.

- If cat/kitten cannot be kept or does not work out for any reason I will help place. If the kitten is found to be neglected or mistreated at any point in time we reserve the right to repossess the kitten without refund or replacement. If the buyer can no longer keep the kitten they will contact the seller prior to rehoming. The seller will always be willing to take the kitten back into their care without refund if the buyer decides to surrender the kitten by choice. · KittensUp reserves the right to refuse an adoption to any person, for any reason, without explanation. We have the right to refuse the adoption at any given time during the adoption process. Any and all deposits or adoption fees will be returned in full if we refuse the adoption.

- Non-disparagement. The posting of public views, critiques, and comments disparaging of Company is prohibited and the parties agree that a mutual attempt to resolve any differences, and resort to the courts as the final arbiter of disputes, are the exclusive remedies under this contract. This non-disparagement clause shall survive for two years after maturity of this agreement.

- Any litigation arising from disagreements between seller and buyer must be filed in Miami-Dade County, Florida. The Parties are bound by Florida law.

16. DEPOSITS ARE NON-REFUNDABLE

In order to reserve a kitten found on the Site or otherwise through the Service, an initial deposit must be paid by you, towards the overall purchase price of the kitten. By reserving one of our kittens, you are taking away that kitten's ability to be placed with another potential forever home, and simultaneously taking away the Company's ability to sell that kitten to another prospective purchaser. As such, you hereby acknowledge and agree that any and all deposits made payable to Company towards the purchase of a kitten or any other product or item, through the Site, Service, or in our physical store location, shall be non-refundable. Under no circumstance shall said deposit be returned to you, upon the cancellation of said purchase. You hereby acknowledge and agree, that in the event that you make said down payment using a credit card, that you shall be barred and strictly prohibited from attempting

to chargeback or otherwise dispute the amount of the deposit or any portion thereof, or Company's right thereto.

· Kitten must be picked up in a 4 (four) day time frame when Seller informed about readiness or after that will apply additional payment \$30 per day to hold kitten for the Buyer or if customer canceled the order/ doesn't reply on calls/email during this time frame, Seller has a right to keep a deposit and publish him for sale again

17. Practices regarding Use and Storage

You acknowledge that the Company may establish general practices and limits regarding use of the Service including, without limitation, the maximum number of messages which may be sent or received from an account of the Service, the maximum size of any message that may be sent from or received by an account of the Service, the maximum amount of disk space that will be allotted on Company's servers on your behalf, the maximum number of searches which may be ran through the Service, and the maximum number of times and duration for which you may access the Service in a given time. You agree that the Company has no responsibility or liability for the deletion or failure to store or transmit any messages, data, communications or other Content maintained or transmitted by the Service. You acknowledge and agree that the Company reserves the right to terminate access to users which have been inactive for an extended period of time. You further acknowledge that the Company has the right to modify these practices and limits from time to time.

18. Company Proprietary Rights; Trademarks and Copyrights

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is the property of the Company and its licensors, and is protected by applicable intellectual property and other laws. No rights or title of to any of the Software used in connection with any Service is provided, transferred or assigned to you. You further acknowledge and agree that content contained in advertisements or information presented to you through the Service or advertisers is protected by copyright, trademarks, service marks, patent, privacy, and/or other proprietary rights and laws. Except as expressly authorized by the Company or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or Software, in whole or in part, at any time. You also acknowledge Company's exclusive rights in the Company's trademark and service mark. Trademarks, service marks, logos, and copyrighted works appearing on the Company are the property of the Company or the party that provided such intellectual property to the Company. The Company and any party that provides intellectual property to the Company shall retain all rights with respect to any of their respective intellectual property appearing on the Site or through the Service, and no rights in such materials are transferred or assigned to you, in whole or in part, at any time.

19. No Co-Branding or Framing.

You may not use or authorize any party to co-brand or frame the Site or any Service without the express prior written permission of an authorized representative of the Company, as applicable, in each instance. For purposes of this TOS, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute any materials

associated with the Site or Service, in whole or in part, and/or any content accessible within the Site or Service. For purposes of this TOS, "framing" refers to displaying any Company associated Site or Service within a bordered area of another website, regardless of whether the address of the originating Site is visible. You further agree to cease any unauthorized co-branding or framing immediately upon notice from the Company.

20. Disclaimer of Warranties

The use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THE COMPANY MAKES NO WARRANTY THAT (1) THE SERVICE, CONTENT, KITTENS, OR OTHER GOODS OFFERED THEREON WILL MEET YOUR REQUIREMENTS, (2) THE SERVICE OR CONTENT WILL BE UNINTERRUPTED, TIMELY SECURE, OR ERROR-FREE, (3) THE RESULTS OF USING THE SERVICE ITSELF, CONTENT OR INFORMATION OFFERED THROUGH THE SERVICE WILL BE ACCURATE OR RELIABLE, (4) THE QUALITY OF ANY KITTENS, GOODS, CONTENT, SERVICES, INFORMATION, OR OTHER MATERIAL ACCESSED, PURCHASED, OR OBTAINED THROUGH YOUR USE OF THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (5) THAT THE SITE OR SOFTWARE WILL BE ERROR-FREE AND/OR ANY ERRORS IN THE SITE OR SOFTWARE WILL BE CORRECTED.

No advice or information, whether oral or written, obtained by you from the Company or through or from the Site or Service, shall create a warranty not expressly stated in these TOS.

21. Limitation of Liability

You expressly understand and agree that the Company will not be liable to you for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to, damages for fines, personal injury, medical bills, veterinary bills, loss of a pet, property damage, loss of profits, goodwill, use, data, other intangible losses, costs, fees, monetary losses, or losses of other benefits, even if the Company has been advised of the possibility of such damages or such damages were reasonably foreseeable, resulting from the use or the inability to use Site or Services themselves, or through the use of and/or reliance upon any Content or information offered through the Site or Service, unauthorized access to or alteration of your transmissions or data, statements or conduct of any third-party including advertisers on the Site or Service, the cost of procurement of substitute goods or services resulting from any services, materials, goods, data, or information purchased or obtained or messages received or transactions entered into through or from the Site or Service, and/or any other matter relating to the Site or Service. In no event will the Company be liable to you for any amount of money over One Hundred U.S. Dollars (\$100.00), which you acknowledge to be a fair and reasonable sum in the event of any loss by you of any kind.

22. Information Pertaining to Veterinary Matters

If you receive or request any news, messages, or other information from the Site or Service concerning any veterinary regulatory inquiries/materials with respect to the Content or information displayed or offered through the Site or Service, remember that the Site and Service is provided for entertainment

purposes only, and no Content included or information made available through the Site or Service is intended for, nor shall the same constitute any veterinary advisory services of any sort. The Company and its licensors shall not be responsible or liable for the accuracy, reliability, usefulness or availability of any Content or information transmitted or made available via the Site or Service, and shall not be responsible or liable for any decisions or actions made by you or any other third-party based on such Content or information.

23. Veterinary Advice Disclaimer

You expressly understand and agree that the Company will not be liable to you for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, or for any form of cost, damage, or loss resulting from YOUR RELIANCE UPON ANY CONTENT OR INFORMATION CONTAINED ON OR PROVIDED THROUGH THE SITE OR SERVICE, or any bug, error, or malfunction incurring within the Site or Service or the systems of any third-party application, regardless of whether or not the same was or may have been foreseeable.

The Site and Service do not contain any form of veterinary advice, nor does Company provide the same. The Content of the Site or Service, such as text, graphics, images and other material are intended for informational and entertainment purposes only and not for the purpose of rendering any professional veterinary advice or consulting of any sort. The Content of the Site or Service are not intended to substitute for professional veterinary advice. Although the Company takes efforts to keep information on the Site updated, the Company cannot guarantee that the information on the Company's Site reflects the most up-to-date research.

Please consult your veterinary professional for personalized veterinary advice. Never disregard or delay seeking professional advice or consulting of any sort, because of something you have read on the Company's Site or through the Service.

Not all Content, products, services, techniques, or activities described on the Site or through the Service are suitable for everyone or for every pet. The Company does not recommend or endorse any specific services, products, processes, techniques, or any other information or Content provided on its Site or through the Service. Reliance on any Content or information provided by the Company, its employees, any third-parties, or any other visitors to the Site, is solely at your own risk. You understand and agree that you are solely responsible for your use of the Site and Service.

24. Personally Identifiable Information

The Company cautions you against giving out any personally identifying information about yourself, your children, or any other person in the use of any third-party link or interaction accessed through the Site or Service. In an effort to preserve your privacy, the Company agrees that it will treat any personally identifying information that you submit through this site in accordance with the terms outlined in its Privacy Policy located at <https://www.MeowVictory.com/>

25. Disclosures Required by Law

The Company reserves the right at all times to disclose any information, including personally identifiable information about you, as necessary to satisfy any applicable law, regulation, legal process or governmental request. The Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity of anyone posting

any content, or publishing or otherwise making available any materials that are believed to violate the TOS. The Company, may but is not obligated to, use reasonable efforts to notify you in connection with any such inquiry; provided, however, that the inquiry in question is not confidential, and further provided that the Company shall have no duty to disclose such information and therefore shall not be liable to you in connection with any non-disclosure.

BY ACCEPTING THESE TOS YOU WAIVE ALL RIGHTS AND AGREE TO HOLD COMPANY HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY, OR ANY LAW ENFORCEMENT OR REGULATORY AUTHORITIES.

It is the consumer's right, pursuant to section 828.29, Florida Statutes, to receive a certificate of veterinary inspection with each dog or cat purchased from a pet dealer. Such certificate shall list all vaccines and deworming medications administered to the animal and shall state that the animal has been examined by a Florida-licensed veterinarian who certifies that, to the best of the veterinarian's knowledge, the animal was found to have been healthy at the time of the veterinary examination. In the event that the consumer purchases the animal and finds it to have been unfit for purchase as provided in section 828.29(5), Florida Statutes, the consumer must notify the pet dealer within 2 business days of the veterinarian's determination that the animal was unfit. The consumer has the right to retain, return, or exchange the animal and receive reimbursement for certain related veterinary services rendered to the animal, subject to the right of the dealer to have the animal examined by another veterinarian.

26. Disputes

Choice of Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

Forum Selection and Waiver of Jury Trial. Any action brought on or with respect to this Agreement or any other document executed in connection herewith or therewith by a party to this Agreement against another party to this Agreement shall be brought only in a court of competent jurisdiction in Florida, Broward County. Each party to this Agreement (a) consents to jurisdiction in Florida, Broward County; (b) waives any objection to venue in Florida, Broward County; and (c) waives any objection that Florida, Broward County is an inconvenient forum. In any action commenced by a party hereto against another party to the Agreement, there shall be no right to a jury trial. **THE RIGHT TO A TRIAL BY JURY IS EXPRESSLY WAIVED TO THE FULLEST EXTENT PERMITTED BY LAW.**

Attorney's Fees. Any action arising out of this Service Agreement, the non prevailing party shall pay all the prevailing party's costs, expenses and reasonable attorneys' fees that the prevailing party may have sustained or incurred in connection therewith, which shall be deemed to have accrued upon the commencement of such suit and shall be enforceable whether or not such suit is prosecuted to

judgment. The prevailing party shall be entitled to attorney's fees and costs, including fees for procuring attorney's fees and cost.

27. Miscellaneous Terms; General Information

These TOS, in conjunction with any credit card authorization agreements entered into by and between yourself and the Company, govern the terms and conditions of your use of the Site and the Service, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the Company with respect to the Site or the Service. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Company's Privacy Policy), guidelines, or rules that may apply when you use or purchase certain Content or products from the Site or certain elements of the Service, affiliate or advertiser services, third-party content or third-party software. The Company may revise these TOS at any time by updating this posting. Accordingly, you should review the TOS periodically to determine if any changes have been made. Your continued use of this Site after any changes have been made to the TOS signifies and confirms your acceptance of any such changes or amendments to these TOS.

The failure of the Company to exercise or enforce any right or provision of these TOS shall not operate as a waiver of such right or provision. Any waiver of the TOS by the Company must be in writing and signed by an authorized representative of the Company to be effective.

If any provision of these TOS is found by the applicable court of competent jurisdiction to be invalid, the parties' intentions as reflected in the provision, and the other provisions of these TOS, shall remain in full force and effect.

The section titles throughout these TOS are for convenience only and have no legal or contractual effect.

Nothing contained in these TOS shall be construed to constitute either party as a partner, joint-venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each is and shall remain independent contractors (to the extent applicable), and therefore, responsible for its own actions.

This instrument is the entire agreement of the Company and the Employee. Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

This Agreement supersedes any prior agreement between the Company or any predecessor of the Company and the Employee, except that this agreement shall not affect or operate to reduce any benefit or compensation inuring to the Employee of a kind elsewhere provided and not expressly provided in this agreement.

The Parties agree that this agreement is mutually constructed, and that any ambiguity will not be construed against any Party.

Please immediately report any violations of these TOS to Company at [info@MeowVictory.com].

02. Return Policy

According to the sales contract you can return the cat only in case of genetic disease detected.

*Allergy to the cat is not a cause for return.

*If a kitten stops using a litter box it is not a cause for return. (But we allways can help to get him accustomed to the litter box)

03. Privacy Policy

MeowVictory

Privacy Policy

Last modified on October 11, 2023

VICTORILYN LLC (“Company,” “us,” “we,” or “VICTORILYN LLC”) provides the MeowVictory.com website and related web, mobile and other software programs and applications (collectively, the “Site”) and takes your privacy and security seriously. This Privacy Policy explains how we collect, use, share and protect personal data (“Personal Information”) we receive from users.

We collect Personal Information from users when they view, access, use or register through the Site or use any related services offered therein (collectively, “Services”). The provision of certain information is contractually required based on your use of the Services.

This Privacy Policy applies to persons and businesses anywhere in the world that may access the Site. By using the Site or our Services, you agree to be bound by this Privacy Policy in full. If you do not wish to provide Personal Information or be bound by this Privacy Policy, you may not use the Site or the Services.

The Company reserves the right to modify, change, or replace this Privacy Policy at any time by updating this document. You agree to be bound by the most recent version of the Privacy Policy

available on the Site. The date of the last modification will be displayed near the top of the Privacy Policy.

INFORMATION COLLECTED

Our legal basis for collecting and processing your Personal Information is (i) your explicit consent when accessing the Services and (ii) a legitimate interest and need in order to provide specific Services offered on the Site, as described in our Terms of Service. We may collect the following Personal Information from users:

Information You Provide Voluntarily. We regularly receive and store any information you enter on the Site or give us in any other way, whether it be through filling out a form, or through an actual communication. You may elect to not provide certain information, but such an election may prevent you from taking advantage of, and accessing many of our features. We use the information that you provide for purposes such as: responding to your communications and/or requests, customizing future experiences on the Site for you, improving our Site, and communicating with you in any other way. The types of personally identifiable information which may be collected through your use of the Site include, but are not limited to: your name, physical address, any email address, phone numbers, fax numbers, billing address, shipping address, product selections or views, order and/or confirmation numbers, financial account information, debit card numbers and expiration dates, credit card numbers and expiration dates, credit card account information, referring URLs, IP addresses, passwords, usernames, gender, occupation, personal interests, your age and information about your hobbies, likes, interests in and regular use of certain products, programs and other services you use or may be interested in. You voluntarily provide the above personally identifiable information to us when you enter such information on the Site, whether input with the intention of facilitating a purchase, payment, newsletter subscription, promotion or contest and/or any other special offers or benefits. You are the source of this information.

Information Provided Automatically. Upon your use or interaction with the Site, we automatically receive and store certain types of information. We obtain certain types of information when the browser you are using accesses the Site or advertisements therein, and other content served on the Site itself, or on behalf of the Site through other web sites.

Non-Personal Information: We collect non-personally-identifying information of the sort that web browsers and servers typically make available upon their interaction with Sites. This information may include such things as the browser type used during the interaction, the language preference, the referring website, and the date and time of each visitor request.

Your IP Address: Your Internet Protocol ("IP") address is a unique identifying code which is used in connecting your computer to the Internet. Your IP Address may be used for various purposes, including to: (i) help us identify you, and your purchase orders, and to gather general and broad demographic information; (ii) help us diagnose or service technology problems that are associated with the IP addresses controlled by a specific Web company or ISP; (iii) help us estimate the total number of users visiting the Site located in certain geographic locations; and (iv) help us determine which users have access privileges or restrictions to certain content available on the Site.

Device Identifier: We may provide services that allow users to visit, view, access and customize the Site and other content through the use of their mobile devices such as: phones, PDAs and other similar electronic devices. When the Site is accessed through these devices rather than a computer, different information may be collected. When you visit or connect with the Site through the use of a mobile device that has Internet accessibility, in the event that the mobile device service provider uniquely identifies the device, we will be able to receive this identifying information. We may use this unique device information to be able to offer extended services and/or functionality. Certain services, offers you elect to enroll in, or purchases you wish to make through the Site may require the collection of the phone number for your device. We may associate and categorize the phone number collected along with the mobile device information.

Your Physical Location: Some mobile phone service providers in the United States are required to operate using a certain functionality which pinpoints the physical location of any mobile devices currently using their service. Depending upon which service provider your device is enrolled with, and if you are visiting the Site while you are located in the United States, we may automatically receive this information. We may use and store such information received in order to assist us in providing opportunities for services based on your location, as well as to assist with advertising which is targeted based on location.

Web Cookies: For advertising and other purposes as described below, we use a feature in your Internet Web browser called a “cookie,” which is a piece of information stored on your hard drive, that identifies your intra- and inter-requests on the Site. Cookies may be used for various purposes, including the tracking of your preferences which you indicate while visiting or using the Site. If you wish to disable the use of cookies, please review the Help section of your Internet browser, and review the instructions therein on how to turn off this feature. You can also indicate your choices regarding display advertising, through the use of specific platforms, which include but may not be limited to the Digital Advertising Alliance opt-out platform or the Network Advertising Initiative opt-out platform. To opt-out of these cookies, please visit the following URLs:

<http://www.aboutads.info/choices>;

allaboutcookies.org; or

youonlinechoices.eu

Beacons: Web pages included on the Site may contain e-images called a “Web beacon,” also known as a “single-pixel GIF,” which allow a Site to count the number of users who have visited that particular page or to access specific cookies and the information contained therein. We may use such Web beacons for the following purposes: (a) to count and determine the number of users and to recognize such users through the accessing of Site cookies, (b) to count, determine, and recognize the number of users who have opened or read emails sent to the user by us, and (c) to assist in personalizing your interaction with the Site to make the experience more efficient and enjoyable for you.

SHARING AND USE OF PERSONAL INFORMATION

In some instances, we may disclose certain information about you to third-parties whose practices are not governed or covered by this Privacy Policy. Due to the current and existing regulations, we are unable to specifically ensure that any or all of your personal information and private communications

will not ever be disclosed in ways not covered or defined within the terms herein. One example of such activity may include the ability of third-parties to unlawfully intercept, access, or capture certain transmissions of information or private communications. If you wish for us to not disclose any personal information collected about you in any of the ways identified and described within this Privacy Policy, you should refrain from visiting or accessing the Site or any related services.

THIRD-PARTY LINKS

You may encounter links to third party websites, videos, pictures, and applications (“Third-Party Links”) when using the Services. We cannot control the content on these Third-Party Links and we can make no guarantees as to the protection and privacy of any information which you submit to these Third-Party Links. Please exercise caution when accessing Third-Party Links.

CHILDREN

We do not knowingly collect Personal Information from any child under the age of 13. Further, you may not use the Site unless you are at least 18 years of age, or are doing so with the supervision of a parent or legal guardian. You acknowledge and consent to taking such steps as are necessary in order to verify your identity and your age for the purposes of complying with applicable law, in order to use the Site. If you believe we have collected Personal Information from a child under the age of 13, please contact us immediately.

SECURITY

We use commercially reasonable methods of protecting your Personal Information. Nevertheless, we cannot guarantee the safety or security of any Personal Information. Further, transmission of Personal Information cannot be made completely secure. For that reason, you agree to transmit Personal Information to the Company solely at your own risk.

DO NOT TRACK POLICY AND PROCEDURES

VICTORILYN LLC does not currently respond to “do not track” browser headers or specific “do not track” requests. You do have the ability to limit tracking through these third-party programs and by taking the actions listed below. The use of online tracking mechanisms by third-parties is governed by

those third-parties' own privacy policies, and not the terms included hereunder. If you prefer to prevent third-parties from setting and accessing cookies on your computer, you may adjust the settings of your own web browser to block the placement of cookies. You may remove yourself from the targeted advertising of companies by contacting the Network Advertising Initiative, or of companies participating in the Digital Advertising Alliance program by contacting them directly.

YOUR CALIFORNIA PRIVACY RIGHTS

Supplemental Privacy Notice to California Residents:

If you are a resident of California, California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your personal information by VICTORILYN LLC or its subsidiaries to a third-party for the third-party's direct marketing purposes. This right is granted to California residents and applies only to their activities within the State of California. To make such a request, please send an email to: info@MeowVictory.com

In your request, please specify the VICTORILYN LLC company or subsidiary to which your request pertains. If no company is specified, we will treat your request as pertaining to VICTORILYN LLC.

INTERNATIONAL PRIVACY PRACTICES

The Company is primarily operated and managed on servers located and operated within the United States. In order to provide our Services to you, we may send and store your Personal Information outside of the country where you reside or are located, including to the United States. Accordingly, if you reside or are located outside of the United States, your Personal Information may be transferred outside of the country where you reside or are located, including countries that may not or do not provide the same level of protection for your Personal Information. We are committed to protecting the privacy and confidentiality of Personal Information when it is transferred. If you reside or are located within the European Economic Area and such transfers occur, we take appropriate steps to provide the same level of protection for the processing carried out in any such countries as you would have within the European Economic Area to the extent feasible under applicable law. By using and accessing our Services, users who reside or are located in countries outside of the United States agree and consent to the transfer to and processing of Personal Information on servers located outside of the country where they reside, and that the protection of such information may be different than required under the laws of their residence or location.

RETENTION, CORRECTION, AND DELETION OF PERSONAL INFORMATION

Personal Information that we process shall not be kept for longer than is necessary for the relevant purpose. We will retain your Personal Information as follows:

Personal Information will be retained for as long as you have a VICTORILYN LLC member account (as described in our Terms of Service) or as required by law or our own backup and security policies.

We will comply with any user's requests regarding access, correction, and/or deletion of the Personal Information we store in accordance with applicable law, including the EU General Data Protection Regulation (GDPR). To request that we correct, delete, or export any Personal Information, please contact us via email at info@MeowVictory.com

COOKIE POLICY

PERSONAL INFORMATION WILL BE SENT TO THE UNITED STATES

The Company is based in the United States and your Personal Information will be processed in the United States. The hosting facilities for your Personal Information are in the United States. United States laws may be less strict than those of your own country.

YOUR RIGHTS UNDER THE EU GENERAL DATA PROTECTION REGULATION (GDPR)

Your principal rights under the EU General Data Protection Regulation (GDPR) are as follows:

Right of Access: you have the right to be informed of, and request access to, the Personal Information we process about you.

Right to Rectification: you have the right to request that we amend or update your personal data where it is inaccurate or incomplete.

Right to Erasure: you have the right to have the Company delete your Personal Information.

Right to Restrict: you have the right to request that we temporarily or permanently stop processing your Personal Information.

Right to Object: you have the right to object to us processing your Personal Information on grounds relating to your particular situation or for direct marketing purposes.

Right to Data Portability: you have the right to request a copy of your Personal Information in electronic format and the right to transmit that personal data for use in another party's service.

Right not to be Subject to Automated Decision Making: you have the right to not be subject to a decision based solely on automated decision-making, including profiling, where the decision would have a legal effect on you or produce a similarly significant effect.

DATA CONTROLLER AND HOW TO CONTACT US

The Personal Information we collect and process is controlled by VICTORILYN LLC, a Florida limited liability company located in the United States. You may contact us at info@MeowVictory.com