

## TERMS OF USE AND SERVICE AGREEMENT FOR PET CHAPLAIN®

This terms of use and service agreement (“Agreement”) is entered into between Robert E. Gierka, a sole proprietor doing business as Pet Chaplain® (“Pet Chaplain”), and also as the Association for Veterinary Pastoral Education (“AVPE”), and the student (“Student”).

Pet Chaplain (also doing business as AVPE) is an educational organization offering training for lay ministry. The following Agreement outlines the obligations of Pet Chaplain and the Student for participation in Pet Chaplain authorized training.

As a participant in Pet Chaplain authorized training, the Student:

1. Shall pay the fee for training in full before the first teleconference meeting of the course, unless Pet Chaplain waives the fee or grants tuition assistance to the Student.
2. Shall make requests for withdrawal from the course and refunds of course fees in writing to Pet Chaplain prior the first teleconference by sending an email [info@petchaplain.com](mailto:info@petchaplain.com). Pet Chaplain shall provide a 100 percent refund of course fees, less a \$50 administrative fee, if the student withdraws in writing prior to the first teleconference. If the Student withdraws from the class and requests a refund after the first teleconference, Pet Chaplain shall provide no refund for course fees. Pet Chaplain will attempt to admit the Student to a subsequent cohort for up to one year from the date of receipt for the Student’s written request to withdraw from the course if sufficient seats are available. If the Student can be placed in a subsequent cohort, the Student will not have to pay for the course again.
3. Shall receive a certificate of course completion from Pet Chaplain as specified by the course materials by (i) attending and participating in all of the teleconference meetings, unless the Student is granted an exception to this requirement in writing by Pet Chaplain; (ii) by submitting all written assignments; by (iii) responding to the post of at least one other student’s post in each weekly lesson; or (iv) at the sole discretion of Pet Chaplain.
4. Shall hold harmless, to the extent allowed by law, Pet Chaplain, AVPE and its agents, employees, and affiliates from any and all liability of whatsoever nature and from injuries, sicknesses, or other damages, physical and emotional, suffered by the Student during participation in Pet Chaplain training.
5. Agrees that the Student is not guaranteed participation in Pet Chaplain authorized training activities.

6. Agrees to withdraw immediately from Pet Chaplain training if the conduct, demeanor, or cooperation of the Student is unsatisfactory to Pet Chaplain as determined by Pet Chaplain in its sole discretion.
7. Agrees to the additional terms and obligations included below:

### **ADDITIONAL TERMS AND CONDITIONS**

**Conditions for Use of the Terms Pet Chaplain® and Pet Chapel®.** Upon successful completion of the Introduction to Pet Chaplaincy course AND written approval by Pet Chaplain, the Student may refer to him/herself as an individual practitioner at their discretion as a graduate or alum of the Pet Chaplain® training program; or as a Pet Chaplain® graduate or alum. Use of the terms “a graduate or alum of the Pet Chaplain® training program” or “Pet Chaplain® graduate or alum” shall be contingent upon, at the sole discretion of Pet Chaplain, submission by the Student of a record of pastoral care hours and one or more written accounts of pastoral dialog that are reviewed and approved by Pet Chaplain.

The Student is not obligated to use the phrase “Pet Chaplain® graduate” in reference to their work as a pastoral care provider. The Student may refer to him/herself as an animal chaplain, veterinary pastoral care provider, or something similar if they feel they are qualified to do so in the Student’s sole discretion.

The phrases Pet Chaplain® and Pet Chapel® are U.S. registered trademarks. If Pet Chaplain approves in writing that the Student is entitled to use either trademark, the Student agrees to fully comply with the following legal guidelines for using the Pet Chaplain® and Pet Chapel® trademarks:

- The phrases “Pet Chaplain” and “Pet Chapel,” and related phrases such as “pet chaplaincy,” shall not be used as all or any part of the Student’s company, organization, or product or service name.
- The Pet Chaplain® and Pet Chapel® trademarks shall be accurately shown. Making any stylistic changes to the trademarks or creating a graphic or logo using the marks is not permitted.
- The trademarks and logos shall not be incorporated into any other mark or symbol.
- The phrases Pet Chaplain® and Pet Chapel® shall not be used as an internet domain name, as any part of a domain name, or as a Uniform Resource Identifier (URI). A URI is an identifier of a

specific resource, such as a web page, book, or document. A web domain URL is an example of a URI.

- The Student shall not at any time, over any medium, either orally or in writing, disparage, defame, impugn, damage, or assail the reputation or cause or tend to cause the recipient of any form of communication to question the business condition, integrity, competence, good character, professionalism, or product quality of the Pet Chaplain® and/or Pet Chapel® trademarks.

When using the trademarked terms Pet Chaplain® and Pet Chapel® in writing, including in print or digital form, the Student shall include the registration symbol (“®”) in prominent references, such as in a headline or as a title on a business card or social media page, or on first use. In subsequent references, the registration symbol can be omitted.

**Limited License.** The Student is granted a non-exclusive, non-transferable, limited license to access Content made available by Pet Chaplain for educational purposes only. “Content” includes both text-based Content and multi-media (streaming audio and/or video) Content. The Student is licensed to download one copy of text-based Content on any single computer for their personal, noncommercial use, as long as all copyright and other proprietary notices remain intact and are prominently displayed; and the Student may download and store the text-based Content (“Downloaded Content”) to a storage device under the Student’s exclusive control solely (i) to display internally such Downloadable Content; (ii) to print out such Downloaded Content only for internal, personal use; and (iii) to quote and excerpt from such Downloaded Content (appropriately cited and credited) by electronic cutting and pasting or other means in social media posts, promotional materials, briefs or similar materials. With respect to multi-media Content, the Student is licensed to present audibly and/or visibly the audio and/or video signal on any single computer contemporaneous with the transmission of the multi-media Content from Pet Chaplain and only for the Student’s use when the Student is registered to access and use the Content; and, the Student may not download or store the multi-media Content.

**Limitations.** The Student may not sublicense, transfer or otherwise make available any Content to any third party for commercial purposes or financial gain or use the Content in any other media or in any other location. The Student may not alter or modify the Content in any way. The Student may not copy, download, store, publish, transmit, transfer, sell, republish, upload, distribute, or otherwise use the Content, or any portion of the Content, in any form or by any means, except (i) as expressly permitted by this Agreement; (ii) with the prior written permission of Pet Chaplain; or (iii) if not expressly

prohibited by this Agreement, as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). The Student shall not sell, license or distribute the Content (including printouts and Downloaded Content) to third parties or use Content as a component of or as a basis for any material offered for sale, license or distribution. Downloaded Content shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement.

**Rights in Content.** Except for the license granted in this Agreement, all rights, title and interest in Content, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of Pet Chaplain. Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, audio/video clips, and written and other materials that are part of the Content, are copyrights, trademarks, trade dress and/or other intellectual properties owned, controlled or licensed by Pet Chaplain.

**Disclaimer of Warranties and Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, CONTENT IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. YOUR EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF PET CHAPLAIN UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO PET CHAPLAIN CONTENT WHICH ARE MADE AGAINST PET CHAPLAIN, WHETHER BASED IN CONTRACT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM SHALL BE LIMITED TO THE AMOUNT OF PET CHAPLAIN CHARGES PAID BY YOU RELATIVE TO THE SPECIFIC CONTENT, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL PET CHAPLAIN BE LIABLE TO THE STUDENT FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) THE STUDENT'S INABILITY OR FAILURE TO PERFORM THE ACTIVITIES PRESENTED IN THE CONTENT PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY PET CHAPLAIN, OR ANY DECISION MADE OR ACTION TAKEN BY THE STUDENT IN RELIANCE UPON THE CONTENT; OR (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO THE STUDENT'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, PET CHAPLAIN CONTENT EVEN IF PET CHAPLAIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PET CHAPLAIN MAKES NO WARRANTY THAT ACCESS TO CONTENT WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES PET CHAPLAIN MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL. YOU ACKNOWLEDGE THAT PROVIDING PET CHAPLAIN CONTENT ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS,

INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF CONTENT OR DAMAGE TO MEDIA.

**Password.** The Student's account with Pet Chaplain and access to Pet Chaplain online courses and discussion groups is password-protected so that only the Student can access it.

**User Information.** The Student provides personal information collected through Pet Chaplain on a voluntary basis through a visible means of data entry using a Pet Chaplain registration form. Upon request, Pet Chaplain will (a) remove the Student's information from Pet Chaplain's internal systems (with the exception of sales and usage information for business record keeping); (b) correct personal information that the Student states is erroneous; or (c) permit the Student to "opt out" of further e-mail contact (except notification of major changes to the service).

**Third-Party Sites.** The Student should be aware that when the Student is accessing the Pet Chaplain Web site or discussion groups on [circle.petchaplain.com](http://circle.petchaplain.com), the Student could be directed, by selecting links, to other Web sites that are beyond the control of Pet Chaplain. There may be links to other Web sites from Pet Chaplain that take the Student outside of Pet Chaplain services. Pet Chaplain does not endorse the content found on such third-party Web sites. The Student assumes sole responsibility for their use of third-party links and pointers.

**Discussions and Messages.** If the Student participates in any discussions on Pet Chaplain discussion groups on [circle.petchaplain.com](http://circle.petchaplain.com), the Student agrees not to use any language that is threatening, abusive, vulgar, discourteous or criminal. The Student also agrees not to post or transmit information or materials that would violate the rights of a third party, including but not limited to copyrights, or which would contain a virus or other harmful component. Whenever the Student gives out information online, including, for example, posting a message to a discussion group, that information can be collected and used by people the Student does not know. Pet Chaplain cannot control the acts of users who use the interactive features of Pet Chaplain online discussion groups. If the Student provides personal information, such as name, e-mail address, mailing address, and phone number during such use, he/she does so at their own risk, as this information may be used by other parties outside Pet Chaplain for unsolicited e-mail or other contact. The Student shall remain solely responsible for the content of their messages, regardless of what the content is. By the Student's acceptance of these terms and conditions, the Student agrees to waive all recourse against Pet Chaplain for any reason, including but not limited to

alleged or actual infringement or misappropriation of any proprietary or confidential publications or communications to Pet Chaplain.

**Indemnification and Hold Harmless.** The Student waives any and all claims against Pet Chaplain, its agents, and employees, and affiliates, for any and all events, occurrences, or happenings of any kind that occur in or during any of the training, discussions or participation in the Pet Chaplain program. The Student further agrees to indemnify, defend and hold harmless Pet Chaplain from and against any and all liability, expense, including defense costs and legal fees, and claims for damages arising out of the Student's participation in the Pet Chaplain program.

**Confidentiality.** The Student shall maintain strict confidentiality and de-identify actual names and identifiable characteristics of all persons and animals involved in ministerial encounters in all summaries and reports submitted in Pet Chaplain online courses and discussion groups. The Student shall safeguard "protected health information" professionally in respect for integrity, ethics, boundary-keeping, and honesty and as a matter of law in accordance with applicable confidentiality requirements, applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as amended, and its attendant regulations (collectively, "HIPAA"). "Protected health information" is defined by HIPAA. This Agreement does not prohibit disclosure of "protected health information" to the extent such disclosure: (i) is not in violation of any law, and (ii) is necessary (a) to comply with a court order, or (b) to defend against a claim. The Student shall maintain strict confidentiality of all persons who participate in Pet Chaplain online courses and discussion circles, including Pet Chaplain faculty, and any information that is shared in teleconference meetings and in written work for Pet Chaplain courses and in the discussion groups maintained by Pet Chaplain on [circle.petchaplain.com](http://circle.petchaplain.com).

**Effect of Agreement.** This Agreement embodies the entire understanding between the Student and Pet Chaplain with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, Pet Chaplain may amend the terms and conditions of this Agreement by giving you at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both the Student and Pet Chaplain.

**Force Majeure.** Pet Chaplain's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other

hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

**Notices.** Except as otherwise provided herein, all notices must be in writing and submitted to Pet Chaplain, 2233 The Circle, Raleigh, NC, and to you at the address you set forth on the registration page.

**No Third-Party Beneficiaries.** This Agreement is being entered into for the sole benefit of the Student and Pet Chaplain, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

**Applicable Laws.** The Student and Pet Chaplain agree that this Agreement was entered into in the State of North Carolina, and that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of North Carolina without regard to conflict of law principles.

**Choice of Forum and Jury Waiver.** The Student and Pet Chaplain agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Wake County, North Carolina. The Student and Pet Chaplain hereby submit to the exclusive jurisdiction and venue of any such court. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

**General Provisions.** Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by the Student without Pet Chaplain's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable, or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of the Student or Pet Chaplain to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.