# **Terms of Use**

These Terms of Use apply to your online customer account on zooplus (hereinafter referred to as "zooplus Account"), a service provided by zooplus SE, Sonnenstrasse 15, 80331 Munich, Germany (hereinafter referred to as "zooplus").

The registration and use of the zooplus account is intended for private customers only, residing in the territory of the European Economic Area, Switzerland, Norway and the United Kingdom. By registering on zooplus and using the zooplus account as well as the other services provided by zooplus, you agree to the following Terms of Use:

### I. zooplus account

#### 1. Registration

1.1 The zooplus Account is intended for individual persons registered by name. For this reason, registration is required prior to use. The required fields of the online form must be filled in truthfully by the user. It is not permissible to enter names or addresses of third parties or a pseudonym. After registration, the user may use his/her zooplus account by entering his/her access data email address and password). The user may use his or her access data to access other zooplus services.

1.2 Registration is only possible for persons of legal age. Each user may only create one zooplus account.

#### 2. Use

2.1 After registration, the user has access to his/her personal area. Here the user will find various information. This includes, for example, order overview, order status, invoice overview, wish list, product recommendations, as well as personal data and information on other zooplus services. Users can also enter multiple delivery addresses and manage their data quickly and easily.

2.2 The user may not disclose information such as username and password to other persons. The data required for use must be kept by the user inaccessible to third parties and secured against unauthorised access. Should a user become aware of any misuse of his/her login data, he/she is obliged to inform zooplus immediately so that zooplus can take appropriate measures.

2.3 The user shall be liable for any misuse of his/her login data. In particular, this shall apply to the unauthorised disclosure and improper storage of login data, which could lead to misuse.

2.4 The user warrants that he/she will not use any software or programming that alters or impairs the function or availability of the zooplus account or services (in particular the zooplus app), such as hacking attempts, brute force attacks, the use or sending of spyware, viruses and worms. If zooplus issues notices or instructions to the user regarding the use of the functions of the zooplus account or the services, the user is obliged to comply with them.

2.5 zooplus shall make the zooplus Account available to users free of charge for an indefinite period of time. However, zooplus reserves the right to exclude individual users from registering or using the zooplus Account at any time without stating reasons, or to discontinue or modify the zooplus Account as a whole or individual services.



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#### 3. Liability

3.1 zooplus shall not be liable for the uninterrupted accessibility of the zooplus websites and services (especially the zooplus app).

3.2 zooplus does not assume any liability for the up-to-datedness, correctness, completeness and quality of the provided contents of the website and the services. Any liability in connection with the use of the information or reliance on its correctness is excluded, unless zooplus or its vicarious agents have acted with intent or gross negligence. The same applies to damages resulting from a defect in the software (zooplus app). This also applies to indirect damages, consequential damages and lost profits.

This exclusion does not apply to damages to body, life and health and in the case of liability according to the Product Liability Act and in the case of breach of essential contractual obligations (cardinal obligations). Cardinal obligations are those obligations which make proper performance of the contract possible in the first place and on the performance of which the contractual partner may rely.

3.3 In case of direct or indirect references to external websites ("links" or "hyperlinks"), zooplus dissociates itself from the contents of these external websites. zooplus shall not be liable for these websites, nor for external contents. The responsibility lies solely with the provider of these websites or the persons responsible for the external content.

#### 4. Modification of the zooplus account, the services and the Terms of Use ~~ $\sim$

4.1 zooplus may change the functions of the zooplus account, the zooplus services (especially zooplus apps, My Pet Profile) and the Terms & Conditions of use at any time in order to take into account changes in the law, imbalances between performance and consideration which may arise subsequently or loopholes in the regulations. A change is also possible in order to offer new services, to adjust old services or to discontinue them. zooplus may also discontinue the zooplus account in general.

4.2 In the event of an amendment, the new Terms of Use shall be sent to the user by email. The new Terms of Use shall be deemed to be agreed upon unless the user objects to them in writing to zooplus within 15 days after receipt of the new Terms of Use. The objection can be made by requesting the deletion of the zooplus account via zooplus customer service or by submitting an objection in writing. zooplus will inform the user of the existence of this right of objection in the notification of change and that the changes will be deemed approved if the user does not object in writing within 15 days of receipt of the notification of change.

In the event of an objection, the user's account will be deleted two weeks after expiry of the objection period and the user contract terminated. The deletion of the account will automatically terminate the user's participation in other zooplus services.

#### 5. Deletion and termination

5.1 zooplus may delete the user's zooplus account and terminate the user agreement altogether or terminate the user's participation in a service if the user violates these Terms of Use or if there are other justified reasons on the part of zooplus (in particular a reasonable suspicion of manipulation (multiple registrations), misuse of data or identity, fraud, or use for commercial purposes or orders in quantities not customary for a household). If zooplus has deleted the user's zooplus account and/or terminated the user's participation in one or more services, the user may not register again without the express consent of zooplus.

5.2 The deletion from the zooplus account and/or the termination of one or more services by the user is possible at any time.

5.3 Deletion from the zooplus account will result in the user no longer being able to participate in further services. This also means, for example, that the user will no longer be able to use the zooplus app and that any zooPoints or other discounts will expire.

## II. My Pet Profile

The My Pet Profile programme (hereinafter referred to as "My Pet Profile") is one of the services offered by zooplus. In total, you can create up to 10 Pet Profiles. You can edit or delete your Pet Profiles(s) at any time. The zooplus account will remain in existence regardless of the creation of a My Pet Profile until deleted by the user or by zooplus.

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