**Terms & Conditions**

This document explains our position and specific conditions regarding your use of our Internet or 'web' sites (collectively, 'Site' or 'Sites'). By using this Site, you agree to be bound by our [Conditions of Use](https://www.petsmart.com/help/terms-and-conditions-H0010.html#page_name=help_center&link_section=t_c&link_name=conditions_of_use), [Legal Notices](https://www.petsmart.com/help/about-petsmart-H0013a.html#page_name=help_center&link_section=t_c&link_name=legal_notices_1) and [Privacy Policy](https://www.petsmart.com/help/privacy-policy-H0011.html#page_name=help_center&link_section=t_c&link_name=privacy_policy_1) (collectively, 'Notices and Policies'), in addition to other terms and conditions that may appear throughout our Sites.

References to 'Yuma Pet Hotel' in this document mean Yuma Pet Hotel and Resort LLC, its affiliates, subsidiaries, divisions and operational designees and the Site owner, Yuma Pet Hotel and Resort LLC.

Yuma Pet Hotel and Resort LLC reserves the right to make changes to this Site and its Notices and Policies at any time. Each time you use this Site, you should visit and review the then current Notices and Policies that apply to your transactions and use of this Site. If you do not agree to be bound by the then current Notices and Polices, your sole remedy is not to use this Site. Yuma Pet Hotel and Resort LLC is not responsible for typographical or photographic errors on this Site (see Product Display & Colors and Errors on Site for more information).

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. THIS SITE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. Yuma Pet Hotel and Resort LLC AND ITS OFFICERS, DIRECTORS AND EMPLOYEES, AS WELL AS ITS THIRD-PARTY AGENTS, CONTRACTORS, DISTRIBUTORS, MERCHANTS OR SPONSORS (COLLECTIVELY, 'THIRD PARTIES'), CAN NOT AND DO NOT WARRANT THAT YOUR USE OF THIS SITE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE. NEITHER Yuma Pet Hotel and Resort LLC NOR ITS THIRD PARTIES HAVE ANY RESPONSIBILITY FOR YOUR ACTION OR INACTION IN CONNECTION WITH THIS SITE OR FOR ANY DAMAGE TO YOUR COMPUTER OR DATA OR ANY OTHER DAMAGE YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THIS SITE. NEITHER Yuma Pet Hotel and Resort LLC NOR ITS THIRD PARTIES WARRANT THE ACCURACY, INTEGRITY OR COMPLETENESS OF THE CONTENT PROVIDED ON THIS SITE OR THE PRODUCTS OR SERVICES OFFERED FOR SALE ON THIS SITE. Yuma Pet Hotel and Resort LLC AND ITS THIRD PARTIES SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY Yuma Pet Hotel and Resort LLC OR ITS THIRD PARTIES SHALL CREATE A WARRANTY, EXCEPT WHERE THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES IS PROHIBITED BY LAW.

**LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL Yuma Pet Hotel and Resort LLC OR ITS THIRD PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THIS SITE, INCLUDING YOUR RELIANCE ON ANY INFORMATION OBTAINED FROM THIS SITE THAT RESULTS IN MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OR CORRUPTION OF FILES, VIRUSES, DELAYS IN OPERATING OR TRANSMISSIONS OR ANY FAILURE OF PERFORMANCE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY IN ANY ACTION, WHETHER IN CONTRACT, TORT OR ANY OTHER CLAIM, EVEN IF AN AUTHORIZED REPRESENTATIVE OF Yuma Pet Hotel and Resort LLC HAS BEEN ADVISED OF OR SHOULD HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. BY YOUR USE OF THIS SITE, YOU ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE AND SERVICES AVAILABLE THROUGH THIS SITE, EXCEPT WHERE THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IS PROHIBITED BY LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATION OF DAMAGES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY. IN ANY EVENT, UNDER NO CIRCUMSTANCES WILL Yuma Pet Hotel and Resort LLC BE LIABLE TO YOU FOR ANY AMOUNT EXCEEDING ONE THOUSAND U.S. DOLLARS ($1,000.00).

See [Legal Notices](https://www.petsmart.com/help/about-petsmart-H0013a.html#page_name=help_center&link_section=t_c&link_name=legal_notices_2) for more information.

**INTENDED FOR USERS OVER 13 YEARS OF AGE**

The safety of children is very important to us. Although this Site is intended for use by persons at least 13 years of age, and we have processes in place to help prevent participation in our Site communities and services by persons under 13 years of age at time of registration, Yuma Pet Hotel and Resort LLC cannot prohibit minors from visiting our Sites and must rely on parents and guardians (at least 18 years of age at time of use) to decide which materials are appropriate for children under 13. Yuma Pet Hotel and Resort LLC will not knowingly collect personal information from children. Please see our [Privacy Policy](https://www.petsmart.com/help/privacy-policy-H0011.html#page_name=help_center&link_section=t_c&link_name=privacy_policy_2) for more information.

**LIMITATIONS REGARDING INFORMATION, ARTICLES & ADVICE**

Yuma Pet Hotel and Resort LLC offers information, articles and advice to Pet Parents through this Site for educational purposes only. Any information offered through this Site is not intended to diagnose, treat or cure your pet and is not a substitute for veterinary care provided by a licensed veterinarian. For any medical or health related advice concerning the care and treatment of your pet, contact your regular veterinarian or local animal hospital.

**PRODUCT DISPLAY & COLORS**

This Site attempts to display product images as accurately as possible. However, we cannot guarantee that the color you see matches the product color. Note that the display of color may depend, in part, upon the monitor you are using.

**ERRORS ON SITE**

Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered and Yuma Pet Hotel and Resort LLC reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions, including after an order has been submitted, whether or not the order has been confirmed and/or your credit/debit card has been charged. If your credit/debit card has already been charged for the purchase and your order is canceled, Yuma Pet Hotel and Resort LLC will issue a credit to your credit/debit card account in the amount of the charge. Individual bank policies will control when this amount is credited to your account. (If you are not fully satisfied with your purchase, you may return it in accordance with Yuma Pet Hotel and Resort LLC Return Policy.)

**PRICING**

Online prices, offers and selection may vary between our retail stores and Sites, and are subject to change. We reserve the right to limit sales, including the right to refuse sales, to resellers.

**SALES TAX**

Because Yuma Pet Hotel and Resort LLC does business throughout the United States and collects and remits sales tax as required by law, this Site also collects and remits sales tax as appropriate.

**PAYING FOR YOUR ORDER**

You may pay for your order with a debit card or major credit card or a check. We accept Visa®, MasterCard®, American Express® and Discover® Card and debit cards with a MasterCard or Visa logo.

Generally, credit/debit cards are not charged by Yuma Pet Hotel and Resort LLC until we either ship the order to you or confirm availability (at which time you will be charged only for the goods we have actually shipped along with any appropriate taxes or shipping charges). However, we may pre-authorize your order amount with your credit/debit card issuer at the time you place the order, which may have an effect on your available credit.

When you pay by check, you authorize Yuma Pet Hotel and Resort LLC or its check processing designee(s) to use information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to this amount. If we cannot collect your electronic payment, we will issue a draft against your account. If you do not have sufficient funds in your account, a fee of $25 will be debited electronically from your account. Please contact our [Customer Care Department](https://www.petsmart.com/account/contact/#page_name=help_center&link_section=t_c&link_name=contact_customer_care) to learn about other payment options if you prefer not to have your check used this way.

See our [Return Policy](https://www.petsmart.com/help/returns-and-refunds-H0008a.html#page_name=help_center&link_section=t_c&link_name=return_policy_1) for more details about returns.

**PROMOS/COUPONS**

If using a promotional/coupon code, it must be entered during Checkout in the designated 'Promo Code' field to redeem the respective offer. Coupons may not be combined with other coupons or promotional offers, are limited to one per transaction and may not be redeemed for cash, credit or refund. See other restrictions in the terms of each offer. Yuma Pet Hotel and Resort LLC reserves the right to restrict use of coupons on certain products, weight and destination fees, and expedited shipping charges. Online coupons are not valid in Yuma Pet Hotel and Resort LLC stores unless otherwise stated in the offer terms.

**VALIDATING YOUR ORDER**

After you place an order using our shopping cart, we will check the information you give us for validity, by verifying your method of payment and/or shipping address. We reserve the right to reject any order you place with us and/or limit quantities on any order, without giving a reason. If we reject your order, we will attempt to notify you using the e-mail address you have provided with the order. Generally, your credit/debit card will not be charged if we reject an order; however, we will process a refund if a charge has been made against your card.

**ORDER ACCEPTANCE/CONFIRMATION**

Your receipt of an electronic or other form of order confirmation from us does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Yuma Pet Hotel and Resort LLC reserves the right at any time after receipt of your order to accept or decline your order for any reason.

**RETURN POLICY**

All sales made through this Site are subject to Yuma Pet Hotel and Resort LLC['s Return Policy](https://www.petsmart.com/on/demandware.store/Sites-PetSmart-Site/default/Link-Page?cid=returns-and-refunds-H0008a#page_name=help_center&link_section=t_c&link_name=return_policy_2).

**ORDER LIMITATIONS/LIMITED QUANTITIES**

Yuma Pet Hotel and Resort LLC may, at its sole discretion, limit or cancel quantities purchased per person, per household or per order. Restrictions may include orders placed by the same Site account, the same credit/debit card and orders that use the same billing and/or shipping address. In the event we make a change to your order, we will attempt to notify you by the e-mail and/or billing address provided with your order. Yuma Pet Hotel and Resort LLC reserves the right to limit or prohibit sales to dealers.

**SHIPPING**

All orders placed on this Site are subject to product availability and will be shipped according to our Site shipping terms. In the rare event that your order never arrives, we must receive notification of lost items via e-mail and/or phone (as provided in our shipping terms) within sixty (60) days of receipt of the shipping confirmation e-mail.

**MOBILE PROGRAMS**

By participating in any of our mobile programs you are agreeing to receive automated marketing phone calls and text marketing messages at the phone number you provide at opt-in. Your consent to receive such marketing messages is not required to make a purchase. You understand and agree that the phone calls made and text messages sent to your mobile phone/device may be generated using automated telephone dialing technology. You agree to notify Yuma Pet Hotel and Resort LLC at 928-750-1921 in the event that you change or disconnect your mobile phone number.

Message and data rates may apply. All charges are billed by and payable to your mobile service provider. Yuma Pet Hotel and Resort LLC will not be liable for any delays in the receipt of any messages as delivery is subject to effective transmission from your mobile service provider. For those using T-Mobile as their carrier, T-Mobile is not liable for delayed or undelivered messages.

Yuma Pet Hotel and Resort LLC text alerts are recurring. To cancel, you can text 'STOP' to 928-750-1921.

Yuma Pet Hotel and Resort LLC reserves the right to remove subscribers at our discretion. Terms are subject to change.

**INDEMNITY**

You agree to indemnify and hold Yuma Pet Hotel and Resort LLC and its officers, agents, employees and other partners and Third Parties harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any other third party due to or arising out of your use of this Site, including your use of this Site to provide a link to another site or to upload content or other information to this Site. See also [Legal Notices](https://www.petsmart.com/help/about-petsmart-H0013a.html#page_name=help_center&link_section=t_c&link_name=legal_notices_3).

**DISPUTES**

This Site is operated by Yuma Pet Hotel and Resort LLC, with offices in the United States of America. If there is any dispute regarding this Site, by using this Site, you agree that the dispute will be governed by the laws of the State of Arizona without regard to its conflict of law provisions. You agree to personal jurisdiction and venue in the state and federal courts of the State of Arizona, Maricopa County.

**TERMINATION OF SITE USE**

Yuma Pet Hotel and Resort LLC, in its sole discretion, may terminate your retail account, membership registration or similar uses of this Site at any time. You are personally liable for any orders that you place or charges that you incur prior to your termination. Yuma Pet Hotel and Resort LLC reserves the right to change, suspend or discontinue all or any aspects of this Site at any time, without prior notice. Upon termination, you will have no account or similar Site membership rights to the Site. Our proprietary rights, disclaimer of warranties, indemnities, limitations of liability and miscellaneous provisions shall survive any such termination. Yuma Pet Hotel and Resort LLC may provide notice of termination by regular mail or e-mail.

ADDITIONAL TERMS GOVERNING YOUR USE OF OUR PET COMMUNITY AND SIMILAR INTERACTIVE SERVICES SITES

Participation by Yuma Pet Hotel and Resort LLC Associates Strictly Limited

Under the terms of Yuma Pet Hotel and Resort LLC 's Insider Trading and Computer Usage Policies, and in particular, in light of the potential for unintentional disclosure of material nonpublic information, Yuma Pet Hotel and Resort LLC directors, officers, Associates and consultants (' Yuma Pet Hotel and Resort LLC Associates') and anyone living in the same household with Yuma Pet Hotel and Resort LLC Associates, are prohibited from participating in electronic chat rooms, internet discussion or message boards or any similar forms of social and media networking, to communicate about Yuma Pet Hotel and Resort LLC or other companies with which we do business.

Participation by any Yuma Pet Hotel and Resort LLC Associate in the Yuma Pet Hotel and Resort LLC Pet Community is limited to setting up a profile and viewing the community. Interactive discussions are strictly prohibited and any violation may result in discipline, up to and including termination pursuant to Yuma Pet Hotel and Resort LLC's policies. Please see the relevant Yuma Pet Hotel and Resort LLC policies and your manager for additional guidance.

Eligibility & Registration

By registering for membership in our Yuma Pet Hotel and Resort LLC Pet Community and similar service Sites, you agree that you are at least 13 years of age at time of registration; that you are responsible for all activities occurring under your username and for keeping your password secure; and that your use of our Site does not violate our Notices and Policies. As part of the registration process, you must click to agree to our Notices and Policies, and will then be asked to select a username and password. You acknowledge that we may refuse to grant you a username that impersonates someone else, is or may be protected by proprietary rights law, or is vulgar, offensive or otherwise inappropriate, as determined by us in our sole discretion.

We may, in our sole discretion, remove any content that we determine is unlawful, fraudulent, harassing, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable, or infringes or violates any party's intellectual property or other proprietary rights or Notices and Policies. This includes comments concerning our competitors, vendors, business partners, service providers, Associates and affiliates.

You further agree that our Pet Community and similar service Sites are available for personal, non-commercial use only and that you may not use our Sites for any illegal or unauthorized purpose. By using our Site, you agree to comply with all local United States rules regarding online conduct and acceptable content, including laws regulating the export of data from the United States, and that you are solely responsible for your conduct and any data, text, information, photos, links and other content that you submit, post and display on our Sites. You warrant that such content is true and accurate, not false or misleading, and does not infringe any third party's trademark, copyright, patent or trade secret or other proprietary rights, including publicity or privacy

See our [Legal Notices](https://www.petsmart.com/help/about-petsmart-H0013a.html#page_name=help_center&link_section=t_c&link_name=legal_notices_4) and [Privacy Policy](https://www.petsmart.com/help/privacy-policy-H0011.html#page_name=help_center&link_section=t_c&link_name=privacy_policy_3) for more details.

Alleging Copyright Infringement

If you suspect copyright infringement on our Site, use the following instructions to notify us. We will respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. Be sure to consult with your attorney if you suspect copyright infringement.

Send us written notice by fax or regular mail. To expedite our process, please use the following format:

* Describe the material you believe has been infringed. For example, 'The copyrighted work of concern is the picture at \_\_\_ ' (include the specific Internet address or URL if applicable) and include any relevant proprietary registration information.
* Describe the material that you claim is infringing the work you identified in #1 above. Details are important.
* Tell us how to contact you (include e-mail address).
* Tell us how to contact the user(s) who posted the material you believe infringes your work (include e-mail address).
* State the following: 'I believe, in good faith, that use of the copyrighted material described above is not authorized by the copyright owner or its authorized representative. I swear, under penalty of perjury, that the information in this notification is true and accurate to the best of my knowledge, and that I am the copyright owner or authorized to act on behalf of the copyright owner of the exclusive right allegedly infringed.'
* Be sure to sign your written notice to us.
* Mail your written notice to: Yuma Pet Hotel and Resort LLC
Attn: Privacy Officer
1161 E 21st St, Suite A
Yuma, AZ 85364

If the person(s) who posted the original content sends us a counter notification, we will forward a copy of that notice to the person who filed the first notice and restore the material in question.

To file a counter notification with us, send us written notice by fax or regular mail. To expedite our process, please use the following format:

* Identify the material that Yuma Pet Hotel and Resort LLC has removed or disabled. Include the specific Internet address or URL.
* Tell us how to contact you. Include your name, address, telephone number and e-mail address. State that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or Arizona if your address is outside of the United States), and that you will accept service of process from the person who provided notification to Yuma Pet Hotel and Resort LLC of the infringement or an agent of such person.
* State the following: 'I swear, under penalty of perjury, that the information in this notification is true and accurate to the best of my knowledge and that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.'
* Be sure to sign your written notice to us.
* Mail your written notice to: Yuma Pet Hotel and Resort LLC
Attn: Privacy Officer
1161 E 21st St, Suite A
Yuma, AZ 85364

**CONTACT US**

If you have questions about our Conditions of Use, Legal Notices or Privacy Policy, contact us by:

* E-mail: yumapethotel.com
* Regular Mail: Yuma Pet Hotel and Resort LLC
Attn: Privacy Officer
1161 E 21st St, Suite A
Yuma, AZ 85364
* Phone: 928-750-2877(U.S. Customers)

CHANGES/UPDATES TO NOTICES & POLICIES

Because our Site and stores will continue to implement new technologies and improve the products and services we provide, our Notices and Policies are subject to change. We reserve the right to change or update our Notices and Policies and to modify or terminate the Site for any reason, without notice and without liability to you or any other participating third party. As a Site user, you are responsible for regularly reviewing our Notices and Policies in order to remain informed of our practices and your obligations as you visit and use our Site. Our current Notices and Policies constitute the entire agreement between you and Yuma Pet Hotel and Resort LLC as you use our Site and supersede all prior understandings or agreements, written or oral, in this regard.

Revised May 1, 2018