

IMPORTANT NEW YORK LEGAL NOTICE

Effective December 15, 2024, New York law prohibits retail pet shops from selling, leasing, offering for sale, bartering, auctioning, or otherwise transferring ownership of dogs, cats, and rabbits. The legislation is commonly referred to as the **Puppy Mill Pipeline Act**.

This prohibition applies specifically as provided by New York law. Nothing in this Policy is intended to waive, restrict, misrepresent, or replace any rights or obligations established by federal, state, or local law.

All transactions, reservations, transportation arrangements, veterinary documentation, health records, and related services are handled subject to all laws applicable to the particular transaction.

HEALTH, PRIVACY & BREEDING POLICY

This Health, Privacy & Breeding Policy forms part of the terms applicable to transactions involving kittens offered through our services. It should be read together with the applicable Purchase Agreement, Reservation Confirmation, written Health Guarantee, Invoice, transaction-specific documents, and any mandatory notices or disclosures required by applicable law.

Where applicable federal, state, or local law provides a mandatory right or remedy that cannot lawfully be waived, that law controls over any inconsistent provision of this Policy.

PART I — HEALTH & VETERINARY MATTERS**1. OUR COMMITMENT**

We approach every kitten placement with long-term responsibility and care.

A kitten is a living animal, and its health, development, temperament, appearance, and adjustment may be influenced by genetics, age, environment, nutrition, veterinary care, transportation, stress, and the conditions of its new home.

For this reason, this Policy establishes clear and transparent terms concerning health matters, veterinary expenses, health claims, genetic information, breeding matters, documentation, and other circumstances that may arise before or after a kitten joins its new family.

Our goal is to ensure that every client understands the applicable terms and available protections and can proceed with confidence.

Nothing in this Policy is intended to waive, restrict, or replace any consumer right or remedy that cannot lawfully be waived under applicable federal, state, or local law.

2. NEW YORK STATUTORY HEALTH RIGHTS

If New York General Business Law Article 35-D applies to a particular transaction, the client retains all rights and remedies provided by applicable New York law.

Under New York General Business Law §753, if, within fourteen (14) business days following the sale of the animal or the client's receipt of the written notice required by §754, whichever occurs later, a veterinarian of the client's choosing who is licensed by a state certifies the animal to be unfit for purchase because of illness or the presence of symptoms of a contagious or infectious disease, the statutory remedies specified by §753 may apply.

Section 753 also provides that if, within one hundred eighty (180) calendar days following the sale or receipt of the required §754 notice, whichever occurs later, a licensed veterinarian certifies the animal to be unfit for purchase because of a congenital malformation that adversely affects the health of the animal, the statutory remedies specified by §753 may apply.

Where the statutory requirements are satisfied, §753 provides the consumer with the right to select from the remedies provided by law, which may include:

- returning the animal and receiving a refund of the purchase price, including applicable sales tax, together with reasonable veterinary costs directly related to the veterinarian's certification that the animal is unfit for purchase;
- returning the animal and receiving an exchange animal of equivalent value, together with reasonable veterinary costs directly related to the required certification; or
- retaining the animal and receiving reimbursement for qualifying veterinary services performed by a licensed veterinarian for the purpose of curing or attempting to cure the qualifying condition.

Where the client elects to retain the animal, §753 limits reimbursable veterinary services to the reasonable value of qualifying services and provides that such reimbursement shall not exceed the purchase price of the animal.

For purposes of §753, the value of veterinary services is considered reasonable when comparable to the value of similar services provided by other licensed veterinarians in proximity to the treating veterinarian.

The statute excludes initial veterinary examination fees and diagnostic fees that are not directly related to the veterinarian's certification that the animal is unfit for purchase.

The signed veterinary certification required by §753 must be presented to the pet dealer within the period established by law. Under the current statute, such certification must be presented not later than three (3) business days after it is received by the consumer.

Any refund or reimbursement required by §753 must be made within the statutory period. Under the current statute, the applicable refund and/or reimbursement must be made not later than ten (10) business days following receipt of the qualifying signed veterinary certification.

A veterinary finding of intestinal parasites, standing alone, is not grounds for declaring an animal unfit for sale under §753 unless the animal is clinically ill as a result of that condition.

An animal may not be found unfit for sale under §753 because of an injury sustained or illness contracted after the client takes possession of the animal.

If a demand for a refund, exchange, or reimbursement under §753 is disputed, the statute provides the pet dealer with the right to require the client to produce the animal for examination by a licensed veterinarian designated by the pet dealer.

If the parties remain unable to reach an agreement after such examination, the rights and procedures established by §753 will govern.

Where §753-a applies, applicable pre-sale veterinary examination, health disclosure, vaccination, or related requirements will be handled in accordance with law.

Where §753-b applies, the required Information Statement for Purchaser will be provided separately in the form and manner required by law.

Where §754 applies, the required statutory consumer notice will be provided in the form required by law.

Nothing in this Policy replaces any statutory consumer notice, veterinary certification, information statement, disclosure, or other document required to be separately provided under applicable law.

Nothing in this section limits any other right or remedy otherwise available under applicable law.

3. HEALTH CLAIM PROCEDURE

We take health-related concerns seriously and ask that any health claim be supported by appropriate veterinary documentation so that the matter can be evaluated promptly, objectively, and fairly.

For any claim asserted specifically under New York General Business Law §753, the client must comply with the certification, notice, timing, and procedural requirements established by applicable law.

Nothing in this Policy imposes an additional condition on any statutory remedy that cannot lawfully be restricted.

For claims made under our written Health Guarantee, or for supporting documentation relating to another health-related request, we may reasonably request available documentation relevant to the condition and requested remedy, including, as applicable:

- the veterinary examination report;
 - the veterinarian's written diagnosis;
 - relevant medical records;
 - laboratory or diagnostic test results;
 - imaging, pathology, or specialist reports, where applicable;
 - treatment recommendations;
 - prescribed medications;
 - invoices and proof of veterinary expenses;
 - documentation showing the date of examination and treatment; and
 - the name, practice information, and contact information of the treating veterinarian.

Where reasonably necessary to evaluate a claim, the client authorizes us to request verification of relevant veterinary records directly from the treating veterinary practice, subject to applicable law and the veterinary practice's disclosure requirements.

A veterinary invoice or receipt, standing alone, establishes that a veterinary expense was incurred but does not, by itself, establish that the kitten had a congenital, hereditary, infectious, or other condition covered by applicable law or by our written Health Guarantee.

Likewise, a veterinarian's recommendation for testing, monitoring, medication, treatment, or a medical procedure does not, by itself, establish that a condition existed before transfer, was congenital or hereditary, or is otherwise covered by a statutory or contractual remedy.

Coverage and reimbursement will be determined based upon applicable law, veterinary evidence, the circumstances of the individual case, and the terms of any applicable written Health Guarantee.

Where applicable law or the written Health Guarantee permits an additional veterinary examination, medical-record review, or second veterinary opinion, we reserve the right to request or obtain such review before determining a non-emergency contractual claim.

In particular, when a demand for refund, exchange, or reimbursement is made pursuant to New York General Business Law §753 and the demand is contested, §753 provides the applicable examination rights and procedures.

A request for an additional examination shall not prevent the client from obtaining veterinary care reasonably necessary to protect the kitten's immediate health or welfare.

In an emergency, the client should obtain appropriate veterinary treatment without unreasonable delay and retain all relevant medical records, diagnostic results, treatment records, and invoices.

No veterinary expense is automatically reimbursable solely because the expense was incurred.

Any obligation to reimburse veterinary expenses will be determined by applicable law and, where applicable, the terms and limitations of the written Health Guarantee.

The client should provide notice of a health-related claim and supporting documentation as promptly as reasonably possible.

Where a statute, regulation, Health Guarantee, or other applicable written term establishes a specific deadline, that deadline controls.

Nothing in this section limits any mandatory consumer right, remedy, veterinary choice, or procedure that cannot lawfully be waived or restricted.

4. VETERINARY EXPENSES

After the kitten has been transferred to the client, the client is generally responsible for selecting the veterinarian, veterinary clinic, emergency hospital, specialist, diagnostic facility, and course of veterinary care for the kitten.

We do not control and are not responsible for establishing the fees, pricing policies, emergency charges, hospitalization rates, specialist fees, diagnostic protocols, treatment recommendations, or other charges imposed by an independently selected veterinary provider.

The existence of a veterinary invoice, estimate, receipt, treatment recommendation, or emergency-hospital charge does not, by itself, establish that the expense is reimbursable by us in whole or in part.

Any obligation to reimburse veterinary expenses will be determined solely by applicable law and, where applicable, the terms and limitations of our written Health Guarantee.

For claims governed by New York General Business Law §753, all statutory rights of the consumer remain fully applicable.

Nothing in this Policy restricts the consumer's right under §753 to use a veterinarian of the consumer's choosing where that statute applies.

Under §753, where the consumer elects to retain an animal that has been properly certified as unfit for purchase and seeks reimbursement for veterinary services performed for the purpose of curing or attempting to cure the qualifying condition, reimbursable veterinary services are subject to the limitations established by law.

Among other limitations, the reasonable value of such reimbursable services may not exceed the purchase price of the animal.

For purposes of §753, the value of veterinary services is considered reasonable when it is comparable to the value of similar services provided by other licensed veterinarians in proximity to the treating veterinarian.

Accordingly, the selection of a particular veterinary hospital, specialist, emergency facility, diagnostic center, or treatment provider does not, by itself, make every charge imposed by that provider reasonable or reimbursable.

Where permitted by applicable law, the reasonableness of a claimed veterinary expense may be evaluated by considering, among other relevant factors:

- whether the service was medically related to the condition forming the basis of the claim;
 - whether the service was reasonably necessary to diagnose, cure, or attempt to cure the qualifying condition;
 - the nature and urgency of the kitten's medical condition;
 - the type and complexity of the veterinary service performed;
 - the amount customarily charged for comparable services by licensed veterinary providers in proximity to the treating veterinarian;
 - whether the expense relates to an unrelated, elective, preventive, or subsequently arising condition; and
 - any limitation expressly imposed by applicable law or the written Health Guarantee.

Where §753 applies to reimbursement for veterinary services while the consumer retains the animal, the statute excludes initial veterinary examination fees and diagnostic fees that are not directly related to the veterinarian's certification that the animal is unfit for purchase.

Nothing in this section excludes any veterinary expense that applicable law expressly requires to be reimbursed.

Except where prohibited by law, our written Health Guarantee may contain separate requirements, coverage limitations, exclusions, reimbursement limits, notice requirements, or procedures applicable to contractual claims that are not statutory claims under §753.

No contractual limitation, approval requirement, reimbursement procedure, or provision of this Policy will be interpreted to reduce any mandatory right or remedy available to the client under applicable law.

5. EMERGENCY VETERINARY CARE

Nothing in this Policy should be interpreted as requiring or encouraging a client to delay veterinary treatment that is reasonably necessary to protect the kitten's immediate health, safety, or welfare.

If the kitten experiences a genuine medical emergency, the client should seek appropriate veterinary attention without unreasonable delay.

Where reasonably possible after the kitten has been stabilized, the client should notify us promptly of any condition that may give rise to a claim and should retain all relevant veterinary records, diagnostic results, treatment records, medical reports, invoices, and proof of payment.

The fact that emergency veterinary treatment was sought or provided does not, by itself, establish that the underlying condition existed before transfer, was congenital or hereditary, was caused by any act or omission occurring before transfer, or is covered by our Health Guarantee or an applicable statutory remedy.

Similarly, the classification of a visit or service by a veterinary provider as an "emergency," "urgent," "specialty," or "hospital" service does not, by itself, determine whether the resulting expense is legally or contractually reimbursable.

Whether a health condition or veterinary expense qualifies for a refund, reimbursement, replacement, or other remedy will be determined based upon applicable law, veterinary evidence, timing and medical history of the condition, causation where relevant, and the terms of any applicable written Health Guarantee.

Emergency treatment that is reasonably necessary for the kitten's immediate health or welfare should not be postponed solely for the purpose of obtaining our prior authorization.

Nothing in this section limits any mandatory right or remedy available under applicable law.

6. CONDITIONS ARISING AFTER TRANSFER

After the kitten has been transferred to the client, its health and physical condition may be affected by numerous environmental, nutritional, medical, accidental, and husbandry-related factors that are outside our possession or direct control.

Such factors may include, without limitation:

- diet, feeding practices, or sudden changes in diet;
 - access to unsafe or inappropriate food;
 - exposure to other animals;
 - exposure to infectious organisms or parasites after transfer;
 - environmental conditions;
 - toxic plants, foods, medications, household chemicals, or other substances;
 - ingestion of foreign objects;
 - falls, impacts, accidents, or other trauma;
 - improper handling;
 - excessive heat or cold;
 - dehydration;
 - stress associated with relocation or environmental change;
 - inappropriate, improperly administered, or unauthorized medication;
 - veterinary treatment or medication administered after transfer;
 - vaccination decisions or adverse events occurring after transfer;
 - failure to obtain reasonably necessary veterinary care;
 - unsafe living conditions; and
 - other events, exposures, or circumstances occurring after the kitten enters the client's possession or control.

The existence of a medical condition after transfer does not, standing alone, establish when, where, or why that condition originated.

Where the timing or cause of a condition is relevant to a claim, the determination may be based upon the kitten's veterinary history, clinical findings, diagnostic testing, medical records, timing and progression of symptoms, treating veterinarian findings, and other reasonably relevant evidence.

Except to the extent otherwise required by applicable law or expressly covered by our written Health Guarantee, we are not responsible for illness, injury, or other medical conditions caused by events, exposures, accidents, treatment decisions, environmental circumstances, or acts or omissions occurring after the kitten has entered the client's possession or control.

New York General Business Law §753 provides that an animal may not be found unfit for sale under that section because of an injury sustained or illness contracted after the consumer takes possession of the animal.

Nothing in this section should be interpreted to exclude a qualifying congenital condition, illness, infectious or contagious disease, or other condition merely because symptoms first become apparent after transfer if applicable law or our written Health Guarantee otherwise provides a remedy for that condition.

Nothing in this Policy shifts responsibility to the client for a condition that applicable law establishes was covered at the time of sale, nor does anything in this section waive or diminish a mandatory consumer right or remedy.

Where a claimed condition may have multiple possible causes, the fact that symptoms appeared after transfer does not, by itself, establish either that the condition was present before transfer or that it arose afterward.

The claim will be evaluated based upon the applicable legal standard and available veterinary evidence.

7. SERIOUS ILLNESS, DEATH, EUTHANASIA & POST-MORTEM EVALUATION

The health and humane treatment of the kitten must always take priority over the administration of any claim.

Nothing in this Policy requires a client to delay emergency veterinary treatment or medically necessary euthanasia where a licensed veterinarian reasonably determines that immediate action is necessary to prevent serious suffering or protect the animal's welfare.

However, euthanasia, death, cremation, burial, disposal of remains, or another irreversible action does not, by itself, establish that a condition existed before transfer, was congenital or hereditary, was covered by our Health Guarantee, or creates an automatic right to a refund, reimbursement, replacement, credit, or other compensation.

If the kitten develops a serious medical condition and the client intends to seek a refund, replacement, reimbursement, or other remedy, the client should notify us as promptly as reasonably possible and provide relevant veterinary documentation.

Where the kitten remains alive and an immediate emergency does not prevent doing so, the client should provide a reasonable opportunity for review of the veterinary records and, where permitted by applicable law or the applicable Health Guarantee, an additional veterinary examination or second opinion before an irreversible decision such as non-emergency euthanasia is carried out.

Nothing in the preceding paragraph permits us to require medically inappropriate delay of necessary treatment or humane euthanasia.

For a contractual claim involving euthanasia, we may reasonably request, to the extent permitted by applicable law:

- the complete veterinary medical record;
 - examination and diagnostic findings;
 - laboratory, imaging, pathology, or specialist reports;
 - the veterinarian's diagnosis and prognosis;
 - treatments attempted or considered;
 - documentation of the medical basis for euthanasia;
 - the date and time of euthanasia;
 - the identity and contact information of the treating veterinarian; and
 - invoices and related records relevant to the claim.

Where euthanasia was recommended because of the kitten's medical condition, documentation from the licensed treating veterinarian explaining the diagnosis, prognosis, and medical reason for the recommendation may be required for a contractual claim under our Health Guarantee.

A decision by the client to authorize euthanasia does not, standing alone, prove that euthanasia was medically required because of a condition covered by this Policy or the Health Guarantee.

Similarly, a recommendation or decision to euthanize does not, standing alone, establish when the underlying condition originated or who bears legal responsibility for that condition.

If a client elects non-emergency euthanasia without providing reasonable notice or an opportunity for an additional examination where such an examination is permitted and medically appropriate, and that decision materially prevents us from investigating the claimed condition, obtaining an available second veterinary opinion, or determining causation, such circumstances may be considered when evaluating any contractual claim and may result in denial of a contractual remedy to the extent permitted by applicable law.

Where a claim is made pursuant to New York General Business Law §753 and a demand for refund, exchange, or reimbursement is contested, the rights and procedures established by that statute will govern, including any

applicable right to require production of the animal for examination by a licensed veterinarian designated by the pet dealer.

Nothing in this Policy determines in advance the legal effect of euthanasia upon a statutory claim, and nothing in this section limits any mandatory statutory right or remedy.

7.1 DEATH OF THE KITTEN

The death of a kitten after transfer does not, by itself, establish that the cause of death existed before transfer or was covered by an applicable statutory or contractual guarantee.

Where a kitten dies and the client intends to make a health-related claim, the client should notify us promptly and obtain all reasonably available veterinary records concerning the illness, treatment, circumstances of death, and suspected cause of death.

Where the cause of death is uncertain, disputed, or relevant to determining coverage, a post-mortem examination or necropsy performed by a licensed veterinarian, veterinary pathologist, veterinary diagnostic laboratory, or other appropriately qualified facility may be reasonably requested where permitted by applicable law.

Where reasonably practicable and medically and legally appropriate, a client intending to pursue a contractual claim should not authorize cremation, burial, destruction, or another irreversible disposition of the remains before providing us a reasonable opportunity to determine whether a necropsy or other post-mortem evaluation is necessary.

This requirement does not apply where preservation of the remains is impracticable, prohibited by law, inconsistent with veterinary or public-health requirements, or where immediate disposition is reasonably necessary.

If the client authorizes cremation, burial, destruction, or another disposition of the remains before a reasonably requested post-mortem evaluation can occur, and the resulting loss of evidence materially prevents determination of the cause, timing, or nature of the claimed condition, that circumstance may be considered in evaluating a contractual Health Guarantee claim and may result in denial of a contractual remedy to the extent permitted by applicable law.

A necropsy report, pathology findings, laboratory testing, medical history, clinical records, and other relevant veterinary evidence may be considered in determining whether a claimed condition was congenital, hereditary, infectious, acquired after transfer, caused by trauma or environmental exposure, or otherwise covered or excluded.

The absence of a definitive cause of death does not automatically establish liability.

Likewise, a veterinarian's inability to exclude every possible congenital or hereditary cause does not, by itself, establish that a covered congenital or hereditary condition existed.

7.2 CLIENT-AUTHORIZED OR ELECTIVE EUTHANASIA

Where euthanasia is authorized by the client for reasons unrelated to a medically documented covered condition—including behavioral preference, housing circumstances, personal circumstances, financial considerations, inability to continue care, convenience, or other client-originating reasons—such euthanasia does not create a right to a refund, reimbursement, replacement, credit, or other compensation except where otherwise required by applicable law.

Where euthanasia is performed or arranged without sufficient veterinary evidence to establish the medical condition forming the basis of a claim, the fact of euthanasia alone will not substitute for veterinary evidence otherwise required under this Policy, the Health Guarantee, or applicable law.

Any contractual remedy relating to death or euthanasia will be determined based upon the applicable Health Guarantee, available veterinary evidence, causation where relevant, compliance with reasonable claim procedures, and applicable law.

Nothing in this section limits emergency veterinary care, humane treatment of an animal, or any right or remedy that cannot lawfully be waived, restricted, or excluded.

| SUBPART B — INITIAL POST-TRANSFER VETERINARY EXAMINATION & CLIENT RESPONSIBILITIES

8. INITIAL POST-TRANSFER VETERINARY EXAMINATION & CLIENT RESPONSIBILITIES

Because bringing a kitten into a new home is a significant responsibility and establishes a new veterinary-care relationship, the client is strongly expected, and for purposes of our contractual Health Guarantee is required, to arrange an initial examination of the kitten by a duly licensed veterinarian within seventy-two (72) calendar hours after the client or the client's authorized recipient takes possession of the kitten.

The purpose of this initial examination is to establish an independent veterinary baseline concerning the kitten's condition shortly after transfer, allow the client to establish care with a veterinarian, identify any condition that may reasonably require attention, and create contemporaneous medical documentation that may be relevant if a health concern later arises.

The initial examination should include a general physical examination appropriate to the kitten's age and condition.

The client should provide the examining veterinarian with the veterinary records, vaccination information, and other health documentation supplied with the kitten where reasonably appropriate.

The client is responsible for obtaining and retaining a copy of the initial veterinary examination record.

If the veterinarian identifies a material health concern that the client believes may have existed before transfer or may qualify for coverage under our written Health Guarantee, the client should notify us promptly and provide the relevant veterinary documentation.

9. FAILURE TO COMPLETE THE INITIAL VETERINARY EXAMINATION

The seventy-two (72) hour initial veterinary examination requirement is a condition applicable to claims made solely under our additional contractual Health Guarantee, to the fullest extent permitted by applicable law.

If the client fails to obtain the required examination within seventy-two (72) hours after taking possession, that failure may be considered in evaluating a contractual Health Guarantee claim, particularly where the absence of a timely independent examination materially impairs the ability to determine:

- the kitten's condition shortly after transfer;
- whether a claimed condition was apparent or medically identifiable at that time;
- whether the claimed condition existed before transfer;
- whether the condition developed or was acquired after transfer;
- whether intervening environmental, infectious, dietary, traumatic, veterinary, or other post-transfer factors may have contributed to the condition; or

- whether the requirements of the written Health Guarantee have otherwise been satisfied.

To the fullest extent permitted by applicable law, failure to obtain the required initial examination may result in limitation or denial of a remedy available solely under our contractual Health Guarantee where that failure materially affects the ability to evaluate the claim or otherwise constitutes a failure to satisfy an applicable contractual condition.

A failure to obtain the initial examination does not, by itself, waive or eliminate any statutory right or remedy that applicable law does not permit the client to waive.

10. AVAILABILITY OF A VETERINARY APPOINTMENT

If the client is unable to obtain an appointment within seventy-two (72) hours despite a documented good-faith effort to do so, the client should schedule the earliest reasonably available appointment and retain reasonable evidence showing when the appointment was requested.

An inability to obtain an appointment within the seventy-two (72) hour period will not automatically result in denial of a contractual claim where the client made a timely good-faith effort to secure veterinary care and completed the examination as soon as reasonably practicable.

10.1 POST-TRANSFER HEALTH RESPONSIBILITIES

Following transfer, the client is responsible for taking reasonable precautions to protect the kitten's health during the initial adjustment period.

Such precautions include providing appropriate food and water, a clean and safe living environment, reasonable temperature control, appropriate supervision, and veterinary care when reasonably necessary.

Until the initial veterinary examination has been completed and during the kitten's initial adjustment period, the client should exercise reasonable care when introducing the kitten to unfamiliar animals or environments that may present an infectious or health risk.

The client should avoid knowingly exposing the kitten to animals that are sick, symptomatic, inadequately vaccinated where vaccination is relevant to the risk, or otherwise reasonably suspected of carrying a contagious or infectious disease.

Where a subsequent health claim involves a potentially infectious or contagious condition, relevant post-transfer exposures—including contact with other animals, veterinary facilities, boarding facilities, grooming facilities, travel environments, or other potential sources of exposure—may be considered to the extent permitted by applicable law when determining the timing and possible origin of the condition.

The occurrence of illness after transfer does not, by itself, establish that the illness existed before transfer.

Likewise, completion of the seventy-two (72) hour examination does not eliminate a client's obligation to obtain appropriate veterinary care if a medical concern develops afterward.

11. NO LIMITATION OF STATUTORY RIGHTS

THIS SEVENTY-TWO (72) HOUR EXAMINATION REQUIREMENT APPLIES TO OUR CONTRACTUAL HEALTH GUARANTEE AND DOES NOT REPLACE, SHORTEN, WAIVE, RESTRICT, OR DIMINISH ANY RIGHT AVAILABLE TO THE CLIENT UNDER NEW YORK GENERAL BUSINESS LAW ARTICLE 35-D OR ANY OTHER APPLICABLE LAW.

Where New York General Business Law §753 applies, the statutory time periods, certification requirements, veterinary-choice rights, remedies, and other protections established by that statute remain fully applicable regardless of this contractual examination requirement.

Nothing in this section prevents the client from seeking immediate or emergency veterinary care when reasonably necessary for the kitten's health or welfare.

PART II — BREEDING, GENETICS & REGISTRATION

1.BREEDING RIGHTS

Where a kitten is transferred with Breeding Rights, such rights mean only that the client is contractually authorized to use the animal in a breeding program, subject to the applicable written agreement, registry requirements, and applicable law.

Breeding Rights do not constitute a guarantee of fertility, reproductive fitness, reproductive lifespan, conception, pregnancy, successful delivery, litter production, or any particular breeding result.

Unless a specific reproductive characteristic or outcome is expressly guaranteed by us in a separate written agreement, we do not guarantee:

- that the animal will become reproductively mature at any particular age;
 - the animal's ability to conceive or impregnate another animal;
 - successful mating or conception;
 - semen quality, sperm count, motility, morphology, or other reproductive parameters;
 - the timing, frequency, or regularity of heat cycles;
 - the number of pregnancies;
 - the number of litters during the animal's lifetime;
 - litter size;
 - successful implantation or maintenance of pregnancy;
 - the absence of infertility, subfertility, reproductive complications, miscarriage, stillbirth, or pregnancy loss;
 - that natural delivery will be possible;
 - that veterinary reproductive assistance, emergency treatment, or Cesarean section will not be required;
 - the survival or health outcome of any newborn kitten;
 - the sex ratio of any litter;
 - specific coat colors, patterns, color intensity, coat length, coat texture, eye color, body type, facial characteristics, or other physical traits in future offspring;
- that any particular genetic trait will be expressed phenotypically in any individual offspring;
- show quality, breeding quality, temperament, size, appearance, health, fertility, or reproductive suitability of any individual offspring;
- that every offspring will be free from congenital, hereditary, developmental, reproductive, or other medical conditions;
- eligibility of every offspring for registration, breeding status, exhibition, championship titles, or recognition by any particular registry, association, club, federation, or other third-party organization; or
- the present or future commercial value, resale value, breeding value, show value, or profitability of the animal or its offspring.

Reproduction is a biological process affected by numerous factors, including genetics, age, reproductive compatibility, timing, health, nutrition, veterinary care, environment, reproductive management, pregnancy complications, and characteristics contributed by both breeding animals.

Breeding outcomes therefore cannot be predicted with absolute certainty.

Any discussion of potential pairings, anticipated colors, possible traits, expected litter characteristics, or breeding potential is based upon information reasonably available at the time and should not be interpreted as a guarantee of a particular reproductive result unless expressly identified as such in a separate written guarantee.

The client is responsible for determining whether and when the animal is medically and reproductively appropriate for breeding and should obtain any reproductive examination, testing, veterinary clearance, or specialist consultation reasonably appropriate before breeding.

The client is also responsible for compliance with any licensing, registration, breeding, animal-welfare, veterinary, contractual, local, state, federal, registry, club, or association requirements applicable to the client's breeding activities.

Third-party registries, clubs, associations, and federations establish and administer their own rules.

Unless expressly guaranteed in writing, the granting of Breeding Rights by us does not guarantee that a particular mating, litter, offspring, pedigree, registration application, breeding program, title, or other submission will be accepted or approved by any third-party organization.

BREEDING RIGHTS DO NOT, BY THEMSELVES, CONSTITUTE A WARRANTY OF FERTILITY OR A WARRANTY THAT THE ANIMAL WILL BE FIT FOR ANY PARTICULAR REPRODUCTIVE PURPOSE OR PRODUCE ANY PARTICULAR REPRODUCTIVE RESULT, TO THE FULLEST EXTENT SUCH WARRANTY MAY LAWFULLY BE LIMITED OR EXCLUDED.

Nothing in this section limits any specific written guarantee expressly provided by us or any right or remedy that cannot lawfully be waived, excluded, or restricted.

2. GENETIC TESTING & BREEDING

Where genetic testing, veterinary testing, pedigrees, parentage information, laboratory reports, registry documents, or other records are provided, those documents reflect the results, information, methodology, records, and knowledge available at the time the applicable test, examination, registration, or document was completed.

A genetic test result applies only to the particular genes, variants, markers, conditions, or traits evaluated by that specific test.

A negative, clear, normal, carrier, or other reported result should not be interpreted as a guarantee regarding conditions, mutations, variants, or traits that were not included in the test.

No genetic screening program can guarantee that an animal or its future offspring will never develop or inherit any disease, mutation, congenital condition, developmental abnormality, reproductive condition, or other health issue.

Genetic and veterinary testing reduces uncertainty concerning the specific matters tested but does not eliminate the biological risks inherent in breeding living animals.

Where a pedigree or registration document is provided, it reflects the lineage and registration information contained in the applicable records at the time the document is issued.

Unless expressly guaranteed in writing, it does not constitute a guarantee of future reproductive performance, show results, offspring quality, or acceptance of future offspring by a particular registry or organization.

Eligibility standards, registration policies, breeding rules, show standards, genetic-testing requirements, and other requirements imposed by third-party registries, clubs, associations, laboratories, or federations may change over time and remain subject to the rules and decisions of those independent organizations.

A client who intends to use the animal for breeding is responsible for evaluating the proposed breeding program and each prospective breeding pair.

Such responsibilities include, as appropriate:

- evaluating the genetic and reproductive compatibility of the proposed breeding pair;
 - reviewing pedigrees and relevant family history;
 - obtaining any additional breed-specific or condition-specific genetic testing;
 - obtaining reproductive examinations and veterinary clearance;
 - selecting an appropriate mating partner;
 - determining appropriate breeding age and timing;
 - arranging reproductive veterinary care where necessary;
 - monitoring pregnancy;

- providing appropriate nutrition and prenatal care;
- preparing for natural delivery and possible veterinary intervention;
- arranging emergency veterinary care when necessary;
- providing neonatal care;
- monitoring the health of the mother and offspring;
- obtaining appropriate veterinary examinations and testing for offspring; and
- complying with applicable breeding, registration, animal-welfare, and veterinary requirements.

The genetic status, physical characteristics, temperament, reproductive health, and other traits of the mating partner are outside our control.

We therefore do not guarantee the outcome of a breeding involving an animal selected by the client.

The client is responsible for independently evaluating the health, genetic testing, pedigree, reproductive suitability, and compatibility of any mating partner not supplied or expressly approved by us under a separate written agreement.

A health condition, congenital abnormality, genetic finding, reproductive issue, or developmental condition identified in an offspring does not, by itself, establish that the condition was caused by or inherited exclusively from the animal originally provided by us.

Where causation is relevant, it must be evaluated based upon appropriate veterinary, genetic, laboratory, pedigree, and other reasonably relevant evidence.

Similarly, the appearance of an unexpected color, coat type, physical characteristic, reproductive trait, or other phenotype in future offspring does not, by itself, establish a breach of this Policy or of an applicable agreement.

Except for obligations expressly provided in a written guarantee or imposed by applicable law, we are not responsible for medical, genetic, reproductive, commercial, or financial outcomes resulting from breeding decisions, mating-partner selection, breeding management, pregnancy management, delivery, neonatal care, or other decisions made after the animal has entered the client's possession or control.

Nothing in this section changes or limits any express written representation we have made regarding a specific genetic test result, pedigree, registration document, or other specifically identified characteristic of the animal.

Nothing in this section excludes or restricts any right, warranty, obligation, or remedy that cannot lawfully be waived or limited under applicable law.

3.LIMITATION OF BREEDING-RELATED LOST PROFITS AND CONSEQUENTIAL DAMAGES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BREEDING RIGHTS DO NOT CREATE ANY GUARANTEE OF FUTURE INCOME, PROFIT, LITTER PRODUCTION, COMMERCIAL SUCCESS, OR ECONOMIC RETURN.

Accordingly, except where a particular remedy or category of damages cannot lawfully be limited or excluded, we will not be responsible for anticipated, projected, unrealized, speculative, indirect, incidental, special, or consequential losses arising from or relating to breeding activities or breeding outcomes.

Such excluded losses include, without limitation:

- anticipated or unrealized breeding income;
 - lost profits;
 - the projected value of an expected litter;
 - the projected retail, breeding, or resale value of future kittens;
- anticipated stud income or breeding fees;
- lost breeding opportunities;

- loss of anticipated business;
- loss of prospective customers;
- advertising or promotional expenses;
- website, listing, photography, or marketing expenses;
- registry, club, federation, or show expenses;
- travel or transportation expenses incurred in anticipation of breeding;
- boarding or reproductive-management expenses;
- stud fees;
- artificial insemination or reproductive-procedure expenses;
- pregnancy-monitoring expenses;
- Cesarean section expenses;
- neonatal-care expenses;
- expenses associated with an unsuccessful mating, pregnancy, litter, or breeding program; and
- any claimed reduction in anticipated commercial value based upon a breeding result that did not occur as expected.

For example, the anticipated number of kittens in a future litter or the anticipated sale price of those kittens does not establish an actual recoverable loss merely because the expected litter, pregnancy, or reproductive outcome does not occur.

Any recoverable damages, if any, must be based upon rights and remedies actually available under applicable law or an applicable express written guarantee and may not be calculated solely by reference to hypothetical future litters, projected offspring prices, anticipated breeding income, or other speculative future events.

The purchase price of an animal with Breeding Rights reflects the contractual authorization associated with such rights and does not represent a valuation or guarantee of the animal's future reproductive output or earning potential.

Nothing in this section excludes or limits liability, damages, or remedies that cannot lawfully be waived, excluded, or restricted.

4. PEDIGREE & REGISTRATION DOCUMENTS

Where an animal is represented as registered or registrable with an animal pedigree registry organization, applicable pedigree and registration documentation will be handled in accordance with the terms of the transaction and applicable law.

Where New York General Business Law §753-c applies, an animal represented as registered or capable of registration with an animal pedigree registry organization will be provided with appropriate documents necessary for registration within the period required by law.

Under the current version of §753-c, the applicable period is one hundred twenty (120) days following sale of the animal.

If the purchaser notifies the pet dealer in writing on or before expiration of that period that the required registration documents have not been received, the statute provides an additional sixty (60) days in which the documents may be provided.

If the documents are not provided as required by §753-c, the statutory remedies established by that section will control.

Under the current statute, where the statutory requirements are satisfied, the purchaser may provide the required written notice, retain the animal, and receive the statutory partial refund of seventy-five percent (75%) of the purchase price.

Acceptance by the purchaser of appropriate registration documents, whether or not provided within the statutory periods, has the effect provided by §753-c with respect to the statutory partial-refund remedy.

Where §753-c applies, the separate pedigree-registration disclosure required by law will be provided and retained as required.

Pedigree registration means that the applicable registry maintains information concerning the parentage and identity of the animal.

Registration, pedigree documentation, or eligibility for registration does not, by itself, constitute a guarantee of:

- health or future health;
- fertility or reproductive performance;
- show quality;
- breeding quality;
- temperament;
- adult size or appearance;
- future titles, awards, rankings, or championships;
- acceptance of future offspring for registration;
- eligibility of future offspring for breeding or exhibition;
- continued rules or policies of a particular registry;
- commercial or resale value of the animal; or
- commercial or breeding value of future offspring.

Registries, federations, clubs, and pedigree organizations are independent third parties and control their own registration requirements, processing procedures, classifications, rules, fees, timelines, and eligibility standards.

We are not responsible for a registration delay, rejection, suspension, or other action caused by inaccurate or incomplete information supplied by the client, the client's failure to submit required documentation or fees, missed deadlines after the necessary documents have been provided, changes in third-party registry requirements, or other matters outside our reasonable control.

Nothing in this section limits any obligation or remedy imposed by New York General Business Law §753-c or other applicable law.

PART III — PRIVACY, DISCLOSURES & ELECTRONIC RECORDS

1. MANDATORY STATUTORY NOTICES & DISCLOSURES

Where any federal, state, or local law applicable to a particular transaction requires a consumer notice, animal information statement, health disclosure, pedigree disclosure, veterinary certification, import document, sales disclosure, or other prescribed document, the required document or notice will supplement this Policy and will control to the extent required by law.

Where New York General Business Law Article 35-D applies, applicable notices and disclosures required under that Article, including those required by §§753-b, 753-c, and 754, will be provided in the form and manner required by applicable law.

Where §753-b applies, the Information Statement for Purchaser is a separate transaction document and will be provided and acknowledged as required by law.

Where §753-c applies to an animal represented as registered or registrable, any separate pedigree registration disclosure required by that section will be provided and retained as required by law.

Where §754 applies, the applicable statutory notice concerning consumer rights will be provided in the legally required form.

Receipt or acceptance of this Policy does not replace a statutory notice or disclosure that applicable law requires to be provided separately or in a prescribed form.

Nothing in this Policy should be interpreted as eliminating a statutory disclosure requirement merely because substantially similar information appears elsewhere on the website, in an invoice, or in another transaction document.

2. ELECTRONIC RECORDS, SIGNATURES & DOCUMENT DELIVERY

Where permitted by applicable law, transaction documents, confirmations, notices, acknowledgments, disclosures, signatures, and other records may be provided or executed electronically.

An electronic signature, checkbox acceptance, or other electronic act intended to signify agreement may constitute acceptance to the extent recognized by applicable law.

Where applicable law requires a consumer's affirmative consent before a legally required written disclosure may be delivered electronically, applicable electronic-consent requirements will govern.

Where such requirements apply, legally required consumer disclosures delivered solely in electronic form will be handled in accordance with applicable requirements concerning consent, accessibility, withdrawal of consent, and retention.

Clients should retain copies of all transaction documents provided to them electronically.

We may maintain electronic records of:

- document versions;
 - acceptance dates and timestamps;
 - transaction identifiers;
 - electronic signatures;
 - checkbox acceptance or consent events;
 - Reservation Confirmation records;
 - communications;
 - payment records;

- delivery records;
- veterinary-document submissions; and
- other information reasonably necessary to document the transaction and demonstrate compliance with applicable law.

Electronic records may be retained in a manner reasonably designed to accurately reflect the information contained in the original record and permit later access or reproduction where required by law.

Nothing in this section reduces any requirement concerning the form, timing, prominence, retention, acknowledgment, accessibility, or delivery of a record imposed by applicable law.

3.PRIVACY POLICY

This Privacy Policy describes how we may collect, use, maintain, disclose, and protect personal information obtained through our website, reservation process, communications, transactions, delivery coordination, customer-service activities, and related services.

This Privacy Policy applies to personal information collected online and, where applicable, information provided directly in connection with a reservation, purchase, health claim, transportation arrangement, or other interaction with us.

Additional privacy notices may apply where required by the law of a particular jurisdiction.

4. INFORMATION WE MAY COLLECT

Depending upon how a client or visitor interacts with us, we may collect categories of personal information including:

IDENTIFIERS AND CONTACT INFORMATION

- name;
- email address;
- telephone number;
- billing address;
- residential or delivery address;
- authorized-recipient information; and
- other contact information voluntarily provided.

TRANSACTION AND RESERVATION INFORMATION

- kitten selected or viewed;
- reservation information;
- transaction amounts;
- invoices;
- payment status;
- Reservation Deposit information;
- transaction dates;
- refunds, credits, or payment disputes;
- purchase-related communications; and
- records concerning services requested or provided.

Payment information may be processed in whole or in part by independent payment processors, financial institutions, card networks, or other payment-service providers.

The payment information available to us depends upon the payment method, provider, and technical configuration used for the transaction.

DELIVERY AND TRANSPORTATION INFORMATION

- delivery address;
 - airport information;
 - preferred delivery or handover method;
 - travel dates;
 - itinerary information voluntarily provided;
 - recipient name and contact information;
 - transportation instructions; and
 - other information reasonably necessary to coordinate lawful transportation or handover.

VETERINARY AND ANIMAL-RELATED INFORMATION

- veterinary reports concerning the kitten;
 - veterinary-provider contact information;
 - laboratory, diagnostic, or treatment records submitted in connection with a claim;
 - invoices;
 - Health Guarantee claim information;
 - vaccination and identification records;
 - microchip information;
 - pedigree and registration records; and
 - other animal-related documentation.

COMMUNICATIONS

We may retain information contained in:

- emails;
 - text messages;
 - website forms;
 - direct messages;
 - social-media communications;
 - telephone-call notes;
 - customer-service communications; and
 - other communications voluntarily submitted to us.

TECHNICAL AND DEVICE INFORMATION

When a person uses our website, certain information may be collected automatically, including:

- Internet Protocol address;
 - browser type;
 - device type;
 - operating system;
 - referring pages;
 - pages viewed;
 - dates and times of visits;
 - approximate geographic information derived from technical data;
 - website interactions;
 - cookie or similar identifiers; and
 - other technical or analytics information.

COOKIES AND SIMILAR TECHNOLOGIES

We and service providers acting on our behalf may use cookies, pixels, analytics tools, local storage, or similar technologies for purposes including:

- website operation;
 - security;
 - remembering preferences;
 - measuring website performance;
 - understanding how visitors use the website;
 - improving services;
 - fraud prevention;
 - analytics; and
 - advertising or marketing, where permitted by law.

5. HOW WE MAY USE PERSONAL INFORMATION

We may use personal information for legitimate business purposes including:

- responding to inquiries;
 - identifying and reserving a selected kitten;
 - processing transactions and payments;
 - preparing Reservation Confirmations and transaction documents;
 - communicating with clients;
 - coordinating with breeders, caregivers, veterinarians, transportation providers, registries, and other service providers;
 - arranging transportation and handover;
 - preparing veterinary, pedigree, identification, or registration documentation;
 - evaluating Health Guarantee or statutory claims;
 - verifying veterinary documentation;
 - preventing fraud and abuse;
 - responding to chargebacks and payment disputes;
 - maintaining transaction and business records;
 - complying with tax, accounting, legal, regulatory, licensing, animal-health, customs, and transportation requirements;
 - improving our website and services;
 - providing customer support;
 - protecting our rights and property;
 - establishing, exercising, or defending legal claims; and
 - complying with applicable law.

6. HOW INFORMATION MAY BE DISCLOSED

We may disclose personal information to third parties where reasonably necessary for a legitimate business, transactional, legal, or operational purpose.

Recipients may include:

BREEDERS AND CAREGIVERS

Information reasonably necessary to identify a reservation, prepare a kitten, complete documentation, or coordinate a transaction may be shared with participating breeders or caregivers.

VETERINARY PROVIDERS

Relevant information may be shared with or obtained from veterinarians, veterinary clinics, laboratories, specialists, or other animal-health providers where necessary for veterinary care, documentation, verification, or evaluation of a claim.

TRANSPORTATION AND DELIVERY PROVIDERS

Information may be shared with airlines, carriers, drivers, flight nannies, airport personnel, transportation coordinators, or other service providers where necessary to arrange transportation or delivery.

PAYMENT AND FINANCIAL SERVICE PROVIDERS

Transaction information may be shared with payment processors, financial institutions, card issuers, payment networks, fraud-prevention providers, and similar services as necessary to process, verify, protect, refund, or dispute a payment.

WEBSITE AND TECHNOLOGY PROVIDERS

Information may be processed by providers of:

- website hosting;
 - cloud storage;
 - email;
 - customer-management systems;
 - analytics;
 - cybersecurity;
 - communications;
 - advertising technology; or
 - other technology necessary to operate our business.

REGISTRIES AND DOCUMENTATION PROVIDERS

Information reasonably necessary for pedigree, registration, identification, microchip, veterinary, customs, or related documentation may be provided to applicable registries, organizations, laboratories, or service providers.

GOVERNMENT AND LEGAL AUTHORITIES

Information may be disclosed where reasonably necessary to:

- comply with law;
 - respond to lawful process;
 - satisfy government or regulatory requirements;
 - protect the health or welfare of an animal;
 - protect our legal rights;
 - investigate fraud;
 - enforce an agreement; or
 - establish, exercise, or defend a legal claim.

PROFESSIONAL ADVISORS

Information may be provided to attorneys, accountants, insurers, consultants, or other professional advisors where reasonably necessary for legitimate business or legal purposes.

BUSINESS TRANSFERS

If all or part of the business is reorganized, transferred, merged, sold, or acquired, information may be transferred as part of that transaction, subject to applicable law.

7. SALE AND SHARING OF PERSONAL INFORMATION

We do not sell personal information in exchange for money merely as part of operating our kitten reservation business.

However, certain analytics, advertising, social-media, or website technologies may involve disclosures of identifiers, cookie data, device information, or online activity to third-party providers.

Depending upon the technology used and the law applicable to a particular visitor, some such disclosures may be legally characterized as “sharing,” “sale,” targeted advertising, or cross-context behavioral advertising even when no money is exchanged for the personal information.

Where applicable law provides a right to opt out of such processing, we will provide or honor the legally required method of exercising that right.

8. COOKIES, ANALYTICS & ADVERTISING

Our website may use cookies and similar technologies necessary for website operation, security, analytics, functionality, and marketing.

Third-party analytics or advertising providers may collect information concerning a visitor’s interaction with our website in accordance with their own privacy practices and applicable law.

Where legally required, consent or opt-out choices concerning non-essential cookies or advertising technologies will be provided.

A visitor may also be able to limit cookies through browser settings, although disabling certain cookies may affect website functionality.

9. DO NOT TRACK & OPT-OUT PREFERENCE SIGNALS

Some browsers provide a “Do Not Track” or similar signal.

Because traditional Do Not Track signals do not operate under one uniform industry standard, our website may not respond to every traditional Do Not Track signal in the same manner.

Where applicable law requires recognition of a legally valid browser-based opt-out preference signal or similar mechanism, such signal will be handled to the extent required by applicable law and the technical capabilities of the website.

Third parties providing analytics, advertising, social-media, or other services through the website may collect information concerning a visitor’s online activities over time and across different websites or online services, subject to their own technologies, privacy policies, and applicable law.

10. ACCESS, CORRECTION & PRIVACY REQUESTS

Depending upon the law applicable to a particular individual, a person may have rights concerning personal information, which may include rights to:

- request access;
 - request correction;
 - request deletion;
 - obtain information concerning categories of information collected or disclosed;
 - withdraw certain consents;

- opt out of certain forms of advertising or sharing; or
- exercise other privacy rights provided by applicable law.

These rights are not identical in every jurisdiction and may be subject to statutory exceptions.

For example, we may be permitted or required to retain information needed to:

- complete an existing transaction;
 - maintain legally required animal-sale records;
 - comply with tax or accounting requirements;
 - prevent fraud;
 - maintain transaction evidence;
 - respond to a claim or chargeback;
 - comply with litigation holds;
 - establish or defend legal claims; or
 - comply with another legal obligation.

Privacy requests may be submitted through the contact methods provided on our website.

We may reasonably verify the identity and authority of a person submitting a request before acting upon it.

11. CALIFORNIA ONLINE PRIVACY DISCLOSURE

Where the California Online Privacy Protection Act applies, this Privacy Policy is intended to identify the categories of personally identifiable information collected through the website and the categories of third parties with whom such information may be shared.

A California resident may contact us through the contact information provided on our website to request review or correction of personal information where we maintain an applicable process for doing so.

Material changes to this Privacy Policy will be communicated by updating this page, changing the Effective Date, and providing any additional notice required by applicable law.

Our practices concerning Do Not Track signals and other forms of online tracking are described in Section 14.7 above.

12. DATA RETENTION

We may retain personal information for as long as reasonably necessary for the purposes for which it was collected and for legitimate legal, business, accounting, animal-health, tax, regulatory, dispute-resolution, and recordkeeping purposes.

Retention periods may vary depending upon:

- the nature of the information;
 - the nature and status of the transaction;
 - whether the information relates to an animal-sale record;
 - applicable statutory retention requirements;
 - tax and accounting requirements;
 - warranty periods;
 - chargebacks or disputes;
 - threatened or pending litigation;
 - fraud-prevention requirements; and
 - other legitimate business needs.

Where information is no longer reasonably necessary and no legal or legitimate retention basis remains, we may delete, anonymize, or securely dispose of the information in accordance with applicable law and reasonable business practices.

13. DATA SECURITY

We use reasonable administrative, technical, and physical safeguards appropriate to the nature of the information and the size and scope of our operations to protect personal information against unauthorized access, use, alteration, loss, or disclosure.

Safeguards may include, as appropriate:

- access controls;
 - account security;
 - password and authentication practices;
 - restricted access to sensitive records;
 - secure service providers;
 - reasonable data-storage protections;
 - employee or contractor access limitations;
 - backup procedures;
 - monitoring for security risks; and
 - reasonable disposal practices.

Where New York General Business Law §899-bb applies, reasonable safeguards will be maintained in accordance with applicable requirements.

No electronic system, transmission method, or data-storage method can be guaranteed to be completely secure.

Accordingly, while reasonable safeguards are maintained, absolute security cannot be guaranteed.

14. DATA BREACH & LEGAL NOTIFICATION

If personal information is affected by a security incident, any legally required investigation, mitigation, consumer notification, regulator notification, or other response will be undertaken in accordance with applicable law.

Nothing in this Privacy Policy expands or restricts any statutory data-breach notification obligation.

15. PAYMENT SECURITY

Payments may be processed through independent payment processors, banks, card networks, peer-to-peer payment platforms, or other financial service providers.

Those providers may collect and process payment information pursuant to their own privacy policies, security practices, and legal obligations.

We encourage clients to review the privacy and security practices applicable to the payment method they choose.

We do not assume responsibility for the independent privacy or security practices of a third-party financial provider except to the extent responsibility is imposed upon us by applicable law.

16. THIRD-PARTY LINKS AND SERVICES

Our website or communications may contain links to third-party websites, registries, payment providers, transportation providers, social-media platforms, veterinary providers, or other independent services.

The privacy, security, content, and data practices of independent third parties are governed by their own policies.

The presence of a link or use of a third-party service does not, by itself, mean that we control that third party's privacy practices.

17. CHILDREN'S PRIVACY

Our website and services are intended for adults and are not directed to children under thirteen (13) years of age.

We do not knowingly seek to collect personal information directly from children under thirteen through the ordinary reservation or purchase process.

If we learn that personal information was collected from a child in a manner requiring deletion or parental consent under applicable law, we will take reasonable steps to address the matter as required.

18. INTERNATIONAL OR CROSS-BORDER PROCESSING

Because kittens, breeders, transportation providers, registries, veterinary providers, clients, or service providers may be located in different jurisdictions, information reasonably necessary to complete a transaction may be transmitted or processed across state or national borders.

Where applicable law imposes requirements concerning such transfers or processing, we will comply with applicable mandatory requirements.

Different jurisdictions may have different privacy and data-protection standards.

19. PRIVACY POLICY CHANGES

We may update this Privacy Policy from time to time to reflect changes in:

- applicable law;
- website technology;
- service providers;
- security practices;
- business processes;
- information collected; or
- how information is used.

The Effective Date displayed at the beginning of this page will identify the current version.

Where applicable law requires additional notice or consent before a material change may take effect, the required procedure will be followed.

A later update to this Privacy Policy does not retroactively authorize use of personal information in a manner prohibited by applicable law.

20. PRIVACY CONTACT

Questions or requests concerning this Privacy Policy or personal information may be submitted through the contact information published on our website.

Where applicable law requires a particular method of submitting a privacy request, that method will also be made available.

21. GENERAL PROTECTION OF STATUTORY RIGHTS

Nothing in this Health, Privacy & Breeding Policy is intended to:

- waive a mandatory consumer right;
- diminish a statutory health remedy;
- prevent emergency veterinary treatment;
- prevent humane treatment of an animal;
- eliminate a legally required privacy right;
- eliminate a legally required disclosure;
- contradict an express written representation concerning a specific animal; or
- avoid compliance with applicable federal, state, or local law.

If any provision of this page conflicts with a mandatory legal requirement applicable to a particular transaction, the mandatory requirement controls to the extent of that conflict.

The remaining lawful provisions continue to apply to the fullest extent permitted by law.

I. NEW YORK — STATUTORY HEALTH RIGHTS

[New York General Business Law — Article 35-D, Sale of Dogs and Cats](#) ☐

[New York General Business Law §752 — Definitions](#) ☐

[New York General Business Law §753 — Statutory Health Rights, Veterinary Certification and Remedies](#) ☐

[New York General Business Law §753-A — Veterinarian Examination](#) ☐

[New York General Business Law §753-B — Information Statement for Purchaser](#) ☐

[New York General Business Law §753-C — Animal Pedigree Registration](#) ☐

[New York General Business Law §753-D — Construction With Other Laws](#) ☐

[New York General Business Law §753-E — Prohibited Contracts](#) ☐

[New York General Business Law §753-F — Sale of Dogs, Cats and Rabbits Prohibited](#) ☐

[New York General Business Law §754 — Required Consumer Notice](#) ☐

[New York General Business Law §755 — Penalties and Enforcement](#) ☐

II. NEW YORK — PET DEALER CARE & RECORDS

[New York Agriculture & Markets Law — Article 26-A](#) ☐

[New York Agriculture & Markets Law §400 — Definitions](#) ☐

[New York Agriculture & Markets Law §401 — Minimum Standards of Animal Care](#) ☐

[New York Agriculture & Markets Law §402 — Records of Purchase and Sale](#) ☐

[New York Agriculture & Markets Law §403 — Licenses](#) ☐

[New York Agriculture & Markets Law §407 — Construction With Other Laws](#) ☐

[New York State Department of Agriculture and Markets — Pet Dealers](#) ☐

[New York State Department of Agriculture and Markets — Become a Pet Dealer](#) ☐

III. NEW YORK — ANIMAL WELFARE

[New York Agriculture & Markets Law — Article 26, Animals](#) ☐

[New York Agriculture & Markets Law §353 — Animal Care / Failure to Provide Proper Sustenance](#) ☐

[New York Agriculture & Markets Law §355 — Abandonment of Animals](#) ☐

IV. NEW YORK UCC — WARRANTIES & REMEDIES

[New York UCC §2-312 — Warranty of Title](#) ☐

[New York UCC §2-313 — Express Warranties](#) ☐

[New York UCC §2-314 — Implied Warranty: Merchantability](#) ☐

[New York UCC §2-315 — Fitness for Particular Purpose](#) ☐

[New York UCC §2-316 — Exclusion or Modification of Warranties](#) ☐

[New York UCC §2-715 — Incidental and Consequential Damages](#) ☐

[New York UCC §2-719 — Contractual Modification or Limitation of Remedy](#) ☐

V. NEW YORK — CONSUMER PROTECTION

[New York General Business Law §349 — Unfair, Deceptive, or Abusive Acts and Practices](#) ☐

[New York General Business Law §350 — False Advertising](#) ☐

VI. ELECTRONIC RECORDS & SIGNATURES

[E-SIGN Act — 15 U.S.C. §7001](#) ☐

[E-SIGN Act — Chapter 96](#) ☐

[New York Technology Law — Article 3, Electronic Signatures and Records Act](#) ☐

VII. PRIVACY & DATA SECURITY

[New York General Business Law §899-AA — Data Breach Notification](#) ☐

[New York General Business Law §899-BB — Data Security Protections](#) ☐

VIII. CALIFORNIA PRIVACY — WHERE APPLICABLE

[California Online Privacy Protection Act — §§22575–22579](#) ☐

[California Business & Professions Code §22575 — Privacy Policy Requirements](#) ☐

IX. CHILDREN’S PRIVACY — WHERE APPLICABLE

[Children’s Online Privacy Protection Act — 15 U.S.C. §§6501–6505](#) ☐

[FTC — Children’s Online Privacy Protection Rule, 16 C.F.R. Part 312](#) ☐

[FTC — Children’s Privacy Guidance](#) ☐

X. FEDERAL CONSUMER PROTECTION

[Federal Trade Commission Act](#) ☐

[15 U.S.C. §45 — Unfair or Deceptive Acts or Practices](#) ☐

XI. OFFICIAL LEGAL RESOURCES

[New York State Senate — New York Laws](#) ☐

[New York State Department of Agriculture and Markets](#) ☐

[Federal Trade Commission — Privacy & Security](#) ☐

[Legal Information Institute — United States Code](#) ☐

[California Legislative Information](#) ☐