

K9 Connect Agreement

PLEASE READ THESE TERMS CAREFULLY. SECTION 17 INCLUDES A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER AND SECTION 19 INCLUDES A CLASS ACTION WAIVER, WHICH AFFECT HOW DISPUTES ARE RESOLVED.

1. Acceptance of Terms; Modifications.

These Terms of Service (the “Terms”) are a binding legal agreement between you and K9 Connect. The Terms govern your use of our software applications, resources and services for pet owners and pet service providers to find each other, communicate with each other, and arrange for the provision of pet care services, and any other services or products we may offer from time to time (collectively, our “K9 Connect Service”). The Terms govern all use of the K9 Connect Service, whether you access it from our website at [Insert Website] (including any subdomain or localized version) (the “Site”), our mobile applications and mobile websites, our Facebook application, our online or phone support offerings, or any other access point we make available to you. Our Guarantee Terms, Reservation Protection Policy, and other Policies applicable to your use of the K9 Connect Service are incorporated by reference into these Terms of Service. BY AGREEING TO THESE TERMS DURING THE ACCOUNT SIGN-UP PROCESS OR ACCESSING OR USING THE K9 Connect SERVICE WITHOUT AN ACCOUNT, YOU ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHOULD NOT ACCEPT THEM, IN WHICH CASE YOU DO NOT HAVE THE RIGHT TO USE THE K9 Connect SERVICE.

You understand and agree that we may change the Terms from time to time, and that any such changes will be effective (except as otherwise described in Section 17.10 below) when we post the modified Terms on the K9 Connect Service, unless otherwise required by applicable law. Your continued access and use of the K9 Connect Service after we post the modified Terms will constitute your consent to be bound by the modified Terms.

2. K9 Connect Service.

2.1 Nature of the K9 Connect Service. The K9 Connect Service consists of a desktop Web application, mobile applications, and other related tools, support and services that pet owners (“Pet Owners”) and providers of pet-related services (“Service Providers”) can use to find, communicate with and interact with each other. The K9 Connect Service includes our emergency support services, educational materials for Service Providers, and other services. We charge fees for some aspects of the K9 Connect Service, as described below in Section 9.

2.2 K9 Connect does not provide Pet Care Services. K9 Connect is a neutral venue for Service Providers and Pet Owners. K9 Connect is not a Service Provider and, except for emergency

phone support and other resources and support specifically described in the K9 Connect Service, does not provide pet care services. We make no representations or warranties about the quality of boarding, pet sitting, dog walking, house sitting, or other services provided by Service Providers (“Pet Care Services”), or about your interactions and dealings with users. Service Providers listed on K9 Connect are not under the direction or control of K9 Connect by , and Service Providers determine in their own discretion how to provide Pet Care Services. Though we provide general guidance on our Site to Service Providers about safety and pet care and to Pet Owners about selecting and engaging Service Providers, K9 Connect does not employ, recommend or endorse Service Providers or Pet Owners, and, to the maximum extent permitted by applicable law, we will not be responsible or liable for the performance or conduct of Service Providers or Pet Owners, whether online or offline. We conduct an initial review of Service Provider profiles and, as permitted by law, we facilitate Background Checks or Identity Verifications (each as described in Section 10, below) on Service Providers conducted by a third party, but, except where explicitly specified in the K9 Connect Service (and then only to the extent specified), do not perform additional screening of Service Providers or Pet Owners. You should exercise caution and use your independent judgment before engaging a Service Provider, providing Pet Care Services, or otherwise interacting with users via the K9 Connect Service. Pet Owners and Service Providers are solely responsible for making decisions that are in the best interests of themselves and their pets. For example, each user of the K9 Connect Service is responsible for keeping current his or her own pet’s vaccinations, and we will have no liability for anyone’s failure to vaccinate his or her pet.

2.3 Release. Subject to Section 16 below, K9 Connect has no liability for any claims, injuries, loss, harm and/or damages arising from and/or in any way related to your interactions or dealings with other users and the acts and/or omissions of Service Providers and Pet Owners, whether online or offline. You acknowledge and agree that, to the maximum extent permitted by the applicable law, YOUR USE AND/OR PROVISION OF PET CARE SERVICES IS AT YOUR SOLE AND EXCLUSIVE RISK. (Any financial obligations K9 Connect may have to its users in connection with user conduct are limited to the reimbursement obligations set forth in the Guarantee.)

2.4 Transactions are between Pet Owners and Service Providers. The K9 Connect Service may be used to find and offer Pet Care Services and to facilitate payment, but all transactions conducted via the K9 Connect Service are between Pet Owners and Service Providers. Except for the limited refunds and “Reservation Protection” specified in Section 9.6 and the K9 Connect Guarantee, you agree that K9 Connect has no liability for damages associated with Pet Care Services (which may include bodily injury to, or death of, a pet) or resulting from any other transactions between users of the K9 Connect Service.

2.5 Bookings. Pet Owners and Service Providers transact with each other on the K9 Connect Service when they both agree to a “booking” that specifies the fees, time period, cancellation policy, and other terms for provision of Pet Care Services via the booking mechanism provided on the K9 Connect Service (a “Booking”). A Booking may be initiated by either a Service Provider or a Pet Owner by selecting the type(s) of Pet Care Services to be provided and then following the prompts that appear on-screen. If you are a Pet Owner and you initiate a Booking,

you agree to pay for the Pet Care Services described in the Booking when you click “Request to book.” If you are a Pet Owner and a Service Provider initiates a Booking, you agree to pay for the Pet Care Services described in the Booking when you click “Pay Now/ complete order.” All requests are subject to acceptance by the receiving party. The receiving party is not obligated to accept your (or any) request and may, at their discretion, decline for any reason. Once you complete a Booking, you agree to honor the price and other terms of that Booking, as acknowledged in the Booking confirmation.

2.6 Pet Owners are Solely Responsible for Evaluating Service Providers. Pet Owners are solely responsible for evaluating the suitability of Service Providers for the services they offer to provide. Please visit the Help Center for guidance about making informed decisions about engaging Service Providers. Though K9 Connect performs a limited review of Service Provider profiles and facilitates Service Provider Background Checks or Identity Verifications conducted by a third party, any such screening is limited, and K9 Connect does not warrant that any such screen is accurate, complete, conclusive or up-to-date. Similarly, K9 Connect does not endorse reviews of Service Providers by other Pet Owners that may be available via the K9 Connect Service, and K9 Connect makes no commitments that such reviews are accurate or legitimate.

2.7 Abandoned Pets; Re-homing. Pet Owners who arrange for Pet Care Services and fail to retrieve their pet after the service period identified in a Booking agree that K9 Connect (or the Service Provider) may, in its (or his or her) sole discretion, place the pet in foster care, transfer care to animal control or other law enforcement authorities, or find other alternate care. Pet Owner agrees to reimburse K9 Connect and/or the Service Provider for all costs and expenses associated with such actions. Further, K9 Connect expressly reserves the right, in its sole discretion, to remove a Pet Owner’s pet from a Service Provider’s care should K9 Connect deem it necessary for the safety of a pet, the Service Provider, or any persons living with the Service Provider. Prior to removing a pet from the care of a Service Provider, K9 Connect will use reasonable efforts during its normal business hours to contact the Pet Owner and/or the Pet Owner’s emergency contact (if provided) to arrange alternative care. Should K9 Connect not be able to contact the Pet Owner or the emergency contact, K9 Connect will use its best judgment to find alternative care for the pet until the Pet Owner is able to retrieve his/her pet. If you are a Pet Owner, you authorize your pet’s veterinarian(s) to release your pet’s veterinary records to K9 Connect in connection with any such relocation or re-homing of your pet. In addition, you are responsible for and agree to pay all costs and expenses incurred by K9 Connect in connection with such transfer.

2.8 Emergencies. We recommend that Pet Owners give their Service Providers contact information where they can be reached in the event medical care for a pet becomes necessary, and to provide an emergency contact in the Pet Owner profile, who has consented to the disclosure of their information. Service Providers agree to immediately contact Pet Owners in the event such care becomes necessary or, if the Pet Owner is not available, to contact K9 Connect at the applicable telephone number or email address listed in the table at the end of these Terms. If you are a Pet Owner, you hereby authorize your Service Provider, your emergency contact, and/or K9 Connect to obtain and authorize the provision of veterinary care for your pet if you cannot be reached to authorize care yourself in an emergency situation. In

such case, you also authorize your pet's veterinarian(s) to release your pet's veterinary records to K9 Connect and your Service Provider. You release the Service Provider and K9 Connect for any injury, damage or liability arising from the provision of emergency care or the failure to seek such care pursuant to this section, including from reimbursement that may otherwise have been available under the K9 Connect Guarantee. Pet Owners are responsible for the costs of any such medical treatment for pets and, if you are a Pet Owner, you hereby authorize K9 Connect to charge your credit card or other payment method for such costs. In certain circumstances, a Pet Owner may be eligible for reimbursement under the K9 Connect Guarantee. K9 Connect recommends that all users have adequate pet insurance to cover the costs of veterinary care.

2.9 Consultation Services. K9 Connect may offer Pet Owners and Service Providers phone, chat, or email veterinary consultation services from a third party to provide an educational resource for decisions you make about your own pets or pets in your care. These consultation services are provided by a third party, and are not a part of the K9 Connect Service. If you use these third party consultation services, you should use them only in conjunction with, and not as a substitute for, professional veterinary care. You agree to resort solely to the applicable third party consultation service in the event of any claims arising from their services.

2.10 Google Maps. Use of the K9 Connect Service requires use of Google Maps features and content, which are subject to the current (1) Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html (including the Acceptable Use Policy at <https://cloud.google.com/maps-platform/terms/aup/>); and (2) Google Privacy Policy at <https://www.google.com/policies/privacy/> (collectively, the "Google Terms"). By using the K9 Connect Service, you acknowledge and agree to the Google Terms as they apply to you (e.g., as an "End User"). Any unauthorized use of the Google Maps features and content may result in your suspension or termination from the K9 Connect Service.

3. Certification of Compliance with Applicable Law. By accessing and using the K9 Connect Service, you certify that you: (1) are at least 18 years of age or the age of majority in your jurisdiction, whichever is higher, and (2) will comply with all laws and regulations applicable to your activities conducted through, or related to, the K9 Connect Service. For Pet Owners, this means, among other things, that you will ensure that your pets are vaccinated, licensed, identification-tagged and/or microchipped as required by local laws or regulations; that you have obtained and will maintain any mandatory insurance policies concerning the pets whose care you entrust to Service Providers (and that such policies will benefit third parties, including Service Providers, to the same extent they benefit you). For Service Providers, this means, among other things, that you certify that you are legally eligible to provide Pet Care Services in the jurisdiction where you provide Pet Care Services; that you have complied and will comply with all laws and regulations that are applicable to you; that you have obtained all business licenses, business tax registrations, trade licenses, and permits necessary to provide Pet Care Services legally; and that, when providing Pet Care Services, you will comply with applicable leash, pet waste disposal, and similar laws. You acknowledge that K9 Connect is entitled to rely on these certifications from you, is not responsible to ensure that all users have

complied with applicable laws and regulations, and will not be liable for a user's failure to do so.

4. Use of the K9 Connect Service; Suspension. 4.1 Your Conduct on the K9 Connect Service. When you use the K9 Connect Service, you agree: To use the K9 Connect Service only in a lawful manner and only for its intended purposes. Not to use the K9 Connect Service to arrange for the care of: (a) exotic or inherently dangerous pets such as venomous snakes or constrictors, primates, wolves or wolf hybrids, non-domesticated cats, alligators, horses or other livestock; (b) any animal whose ownership or third-party care is prohibited under applicable law; or (c) any animal that has a history of, or which has been trained for, attacks on pets or people. Not to submit viruses or other malicious code to or through the K9 Connect Service. Not to use the K9 Connect Service, or engage with other users of the K9 Connect Service, for purposes that violate the law. Not to use the K9 Connect Service to arrange for the provision and purchase of services with another user, then complete transactions for those services outside of the K9 Connect Service. Not to use the K9 Connect Service for purposes of competing with K9 Connect or to promote other products or services. Not to post reviews that aren't based on your personal experience, that are intentionally inaccurate or misleading, or that violate these Terms. Not to post content or materials that are pornographic, threatening, harassing, abusive, or defamatory, or that contain nudity or graphic violence, incite violence, violate intellectual property rights, or violate the law or the legal rights (for example, privacy rights) of others. Not to post "spam" or other unauthorized commercial communications. To use the K9 Connect Service only for your own purposes, and not to impersonate any other person. Not to transfer or authorize the use of your account for the K9 Connect Service by any other person, or to engage in fraudulent transactions. Not to use any promotional credits or rewards in a manner inconsistent with the spirit and purpose of the program including, without limitation, using promotional credits or rewards to create Bookings within the same household or with someone with whom you share a pet. Not to provide false information in your profile on, or registration for, the K9 Connect Service, or to create multiple or duplicate accounts. Not to interfere with our provision of, or any other user's use of, the K9 Connect Service. Not to solicit another user's username or password for the K9 Connect Service or any other sensitive personal information, including bank details.

4.2 Suspension and Termination. You understand and agree that we have no obligation to provide the K9 Connect Service in any specific location or territory, nor to continue providing it once we have begun. We reserve the right to suspend or terminate your access to the K9 Connect Service: (1) if in our discretion your conduct on the Site or K9 Connect Service is inappropriate, unsafe, dishonest, or in breach of these Terms; or (2) if necessary in our discretion to protect K9 Connect by , its users, pets, or the public. You may suspend or terminate your use of the K9 Connect Service at any time and for any reason. If you wish to deactivate your account, please contact K9 Connect or log into your account and visit "Account Settings". Note that if you have any outstanding payment obligations, those will survive suspension or termination of your account.

4.3 Protection from Illegal Content. K9 Connect takes measures to promote a safe online environment. These measures include, but are not limited to, protecting users from illegal content by (a) prohibiting the use of the K9 Connect Service to post or send illegal content in these Terms of Service (see Section 4.1); (b) providing a feature that allows users to block or report profiles and conversations with other users, which we will review; (c) prohibiting and removing, if reported to us, reviews, responses, or portions thereof that violate these Terms; and (d) if reported to us, exercising our right to suspend or deactivate a user who posts or sends illegal content. You can report illegal content at any time by contacting us as described in Section 21.

5. Registration; Account Security. In order to use some aspects of the K9 Connect Service, you will be required to create a username, password, and user profile. If you elect to use the K9 Connect Service, you agree to provide accurate information about yourself and keep this information up-to-date. You agree not to impersonate anyone else and not to maintain more than one account (or, if K9 Connect suspends or terminates your account, not to create additional accounts). You are responsible for maintaining the confidentiality of your username and password for the K9 Connect Service and are responsible for all activity under your account. You agree to notify us promptly of any unauthorized use of your account.
6. Privacy. Our collection and use of your personal information on the K9 Connect Service is described in our Privacy Statement. By accessing or using the K9 Connect Service, you acknowledge that you have read and understand the Privacy Statement.
7. Your Content. 7.1 Your Content. We may require or allow you (or someone else on your behalf) to submit or upload text, photographs, images, videos, reviews, information and materials to your profile on the K9 Connect Service or otherwise in connection with using the K9 Connect Service and/or participating in promotional campaigns we conduct on the Site (collectively, "Your Content"). For example, Service Providers are invited to create a profile page with a photograph and other information and to transmit photos of the dogs under their care to Pet Owners, while Pet Owners may submit reviews of Service Providers.

7.2 License. Except for the limitations on our use and disclosure of personal information described in our Privacy Statement, to the maximum extent and duration permitted under any applicable law, you grant K9 Connect an irrevocable, perpetual, non-exclusive, fully paid worldwide license to use, copy, perform, publicly display, reproduce, adapt, modify, transmit, broadcast, prepare derivative works of, and/or distribute Your Content in connection with providing and/or promoting the K9 Connect Service, and to sublicense these rights to third parties.

7.3 Release. If your name, voice, image, persona, likeness, or performance is included in any of Your Content, you hereby waive, and release K9 Connect and its users from, any claim or cause of action, whether known or unknown, for defamation, copyright infringement, invasion of the rights of privacy, publicity, or personality, or any similar claim arising out of the use of Your Content in accordance with the license in Section 7.2 and the other provisions of these Terms.

7.4 Your Representations and Warranties about Your Content. You represent and warrant that (1) you are the owner or licensor of Your Content, and that you have all rights, consents and permissions necessary to grant the license in Section 7.2 and make the release in Section 7.3 with respect to Your Content; (2) that you have any necessary consents and releases from individuals who appear or whose pets appear in Your Content; and (3) Your Content does not violate the law or these Terms.

7.5 Right to Remove or Screen Your Content. Though we are not obligated to do so, we reserve the right to monitor, screen, edit and/or remove Your Content on the K9 Connect Service. Our enforcement of these Terms with respect to Your Content is at our discretion, and failure to enforce the Terms in one instance does not create a waiver of our right to enforce them in another instance. We have no obligation to retain or provide you with copies of Your Content, nor will we have any liability to you for any deletion, disclosure, loss or modification to Your Content. It is your sole responsibility to maintain backup copies of Your Content. For residents of the European Union and Norway, information regarding the Digital Services Act can be found [here](#).

7.6 Reviews. The K9 Connect Service may provide the ability to leave public and/or private reviews of users or their pets. You acknowledge that even private reviews may be shared with third parties in accordance with applicable law and our Privacy Statement and that K9 Connect has no obligation to preserve or indefinitely store any reviews. We have no obligation to provide you with the content of any reviews about you submitted by other users of the K9 Connect Service, whether before or after deactivation of your account for the K9 Connect Service. We will have no liability to you for any deletion, disclosure, loss or modification of these reviews. We reserve the right to screen, edit or remove these reviews from the K9 Connect Service at any time.

8. Phone, Text and Mobile Communications.

8.1 Consent to Text Messages and Other Communications. This Section 8.1 applies only to users in the United States. You consent to receive from or on behalf of K9 Connect communications containing service-related information (including technical notices, updates, security alerts and support and administrative messages), and/or sales, marketing, or advertising messages, by autodialed, prerecorded, or artificial voice calls or SMS, text messages, email, over-the-top messaging platforms (such as WhatsApp), and other electronic means, at any phone number or email address you provide in connection with your account, even if your phone number is on the national or any state's do-not-call registry. Your carrier's normal messaging, data and other rates and fees may apply to these communications. You are not required to provide this consent to receive autodialed sales, marketing, or advertising messages as a condition of purchasing anything or using the K9 Connect Service, and you may opt-out of receiving such messages at any time as described in our Privacy Statement (though you may continue to receive messages while K9 Connect processes your request).

8.2 Phone Number Changes. In the event you deactivate a mobile phone number provided to us, you agree to update your K9 Connect account information promptly to ensure that messages are not sent to the person who acquires your old number.

9. Fees & Payment.

9.1 Currency. All fees, deductible amounts and other payments referenced on, or charged through, the K9 Connect Service are listed and payable in local currency.

9.2 Fees for Pet Owners. Pet Owners may purchase Pet Care Services from a Service Provider by completing a Booking as described in Section 2.5. If you are a Pet Owner, you enter into a transaction with the Service Provider when you accept a Booking, and you agree to pay the total amount indicated in the Booking, which includes service fees payable to K9 Connect by . The Service Provider, not K9 Connect by , is responsible for performing the Pet Care Services. Fees for Pet Owners are described here. Where required by law, the amount charged will be inclusive of applicable taxes.

9.3 Fees for Service Providers. Service Providers may agree to provide Pet Care Services to a Pet Owner by agreeing to a Booking as described in Section 2.5. If you are a Service Provider, you must confirm the Booking before it expires or the Pet Owner will have no obligation to complete the transaction. Once the Booking is completed by both parties, you agree to honor the price set forth in your Booking. The purchase of Pet Care Services is a transaction between the Pet Owner and the Service Provider. K9 Connect by 's role is to facilitate the transaction. We will (either directly or indirectly through an authorized third party) collect payment from the Pet Owner at the time of Booking and (except to the extent of any payment hold pursuant to Section 9.7) initiate payment to the Service Provider's account 48 hours after completion of the service period indicated in the Booking. Fees for Service Providers are described here. Except where otherwise specified via the K9 Connect Service, they are calculated as a percentage of the fees a Pet Owner agrees to pay a Service Provider in a Booking and are collected from each Booking. Also, when you sign up to be a Service Provider, you may be charged a non-refundable profile review fee. For Service Providers outside of the United States who have provided a valid indirect tax identification number (e.g., VAT or GST number), amounts charged will be exclusive of applicable indirect taxes such as VAT or GST. Otherwise, amounts charged to Service Providers outside of the United States will be inclusive of applicable indirect taxes.

9.4 Service Fees. We charge service fees for some aspects of the K9 Connect Service. If you are a Service Provider, except where otherwise specified via the K9 Connect Service, our service fee is calculated as a percentage of the fees a Pet Owner agrees to pay to you in a Booking and is collected from each Booking. Our service fees are described here.

9.5 Late Fees and Additional Charges. If you are a Pet Owner, you acknowledge and agree that, if you fail to retrieve your pet at the end of the service period agreed in a Booking, you will

be charged for additional service time (pro rata for each partial late day) at the daily rate established in the Booking. In addition, you agree to indemnify K9 Connect for, and agree that we may charge your credit card or other payment method for, any additional costs and expenses we or the Service Provider incur as a result of your failure to retrieve your pet at the end of the service period agreed in a Booking.

9.6 Cancellations & Refunds. Reservation Protection. K9 Connect can help you find replacement Service Providers when Service Providers cancel Bookings near the start date of the service period identified in the Booking. The availability of the Reservation Protection depends on the timing of the cancellation and the type of Pet Care Services provided. Consult the Reservation Protection page for details. **Cancellations by Service Provider.** If a Service Provider cancels a Booking prior to or during the service period identified in the Booking, we will refund the fees paid by the Pet Owner for Pet Care Services not provided, as well as any service charge paid to K9 Connect by . If you are a Service Provider, you can appoint a substitute Service Provider (as agreed by the Pet Owner and so long as the substitute has an active account on the K9 Connect Service and has agreed in writing to accept a Booking) by contacting K9 Connect to modify the Booking. If you do not find a substitute and repeatedly cancel accepted Bookings without justification, K9 Connect may deactivate your account. **Cancellations by Pet Owner.** If a Pet Owner cancels a Booking prior to or during the service period specified in a Booking, we will refund fees in accordance with the cancellation policy selected by the Service Provider on the K9 Connect Service. All Service Providers are required to select a cancellation policy prior to completing a Booking so that Pet Owners are aware of the cancellation policy prior to Booking. For more information about cancellation policies, please visit the Help Center. **General Terms for Cancellations.** If you wish to cancel a Booking, you should use the mechanisms available through the K9 Connect Service to do so. For purposes of the policies and terms in this Section 9.6, the date of cancellation is the date that a user cancels through the K9 Connect Service, regardless of any separate communications between users outside of the K9 Connect Service. **Payment Disputes; Payment Outside of the K9 Connect Service.** K9 Connect initiates payments to Service Providers 48 hours after completion of a Booking. Once these amounts have been disbursed, any further payment disputes are between the Pet Owner and Service Provider, and K9 Connect has no obligation to mediate or facilitate any resolution. Further, K9 Connect has no responsibility or liability with respect to any tips, bonuses, or other payments made outside of the K9 Connect Service. **Discretionary Refunds for Failure to Perform.** In our reasonable discretion, if we determine that a Service Provider has failed to provide Pet Care Services as agreed with the Pet Owner or is otherwise in breach of these Terms, then we may cancel a Booking and/or issue a full or partial refund to a Pet Owner.

9.7 Payment Holds. If you are a Service Provider, K9 Connect reserves the right to issue a hold on amounts otherwise payable to you pursuant to Section 9.3 if there is a reasonable suspicion of fraudulent activity involving your account(s) or for other similarly compelling reasons involving protection of K9 Connect by , the K9 Connect community or third party rights. We may also recommend that third party payment service providers restrict your access to funds in your account under the foregoing circumstances.

9.8 Authorization to Charge. When you pay for Pet Care Services or for other services on the K9 Connect Service, you will be required to provide us with valid, up-to-date credit card or other payment information and to maintain that payment information (or an acceptable alternative payment method) on file with your account so long as you have any outstanding, confirmed Bookings. K9 Connect by 's role is to facilitate payments from Pet Owners to Service Providers as a limited payment agent for the Service Provider. You authorize us to charge your credit card or other payment method for fees you incur on the K9 Connect Service as they become due and payable, and to charge any alternative payment method K9 Connect has on record for you in the event your primary payment method is expired, invalid, or otherwise not able to be charged. You are responsible for maintaining up-to-date payment information. If we cannot charge you for fees when due because your payment information is no longer valid, or if we do not receive your payment when due, then you understand that neither K9 Connect nor the Service Provider will be responsible for any failure to provide services associated with those fees. Except as expressly provided in these Terms, all fees paid via the K9 Connect Service are non-refundable once paid.

9.9 Taxes. Except for taxes on K9 Connect by 's income and gross receipts or where K9 Connect is otherwise required to collect taxes, you acknowledge that you are solely responsible to pay any applicable taxes that arise as a result of your purchase, provision, or use of Pet Care Services via the K9 Connect Service. This includes, without limitation, any form of sales tax, VAT, or income tax on fees paid or received by you through the K9 Connect Service. In certain jurisdictions, K9 Connect may be required by law to collect and/or report tax information about you. You agree to provide us with documentation that we determine to be necessary for us to fulfill those obligations and, if you fail to do so, that K9 Connect may suspend or deactivate your account until such documentation is provided.

9.10 Payment Processing. Payment processing services may be provided by one or more third-party payment processors. K9 Connect reserves the right to switch payment processing vendors or use alternate or backup vendors in its discretion. Payment processing provided by Paypal and, if you are receiving payments via the K9 Connect Service, the Paypal Agreement (available at [In order to use the K9 Connect Service to receive payment, you may be required to set up a Stripe account and accept the Stripe Terms.](#) You authorize K9 Connect to obtain all necessary access to, and perform all necessary activity on (including requesting refunds where appropriate), your Stripe Connected Account to facilitate payment related to Pet Care Services you purchase or provide. You agree to provide accurate and complete information about you and your business, and authorize K9 Connect to share it and transaction information with Stripe for the purposes of facilitating the payment processing services provided by Stripe. If you are located in the United States, you further agree that, as permitted by law and in accordance with these Terms: (a) you appoint K9 Connect to act as your agent for the sole purpose of accepting payments, on your behalf, from Pet Owners for the Pet Care Services that you provide to them and to cause such payments to be delivered to you; (b) any such payment received via the K9 Connect Service shall be deemed payment to you; and (c) in the event of non-delivery of such payment, your sole recourse is against K9 Connect and you will not seek payment from Pet Owners. If you are located within the European Union, United Kingdom, Norway, or Switzerland,

Stripe may settle payments to K9 Connect by 's Spanish subsidiary (Bibulu Pets, S.L.), which may accept payments on behalf of K9 Connect by .

10. Background Checks and Identity Verifications.

K9 Connect may provide you with access to third party consumer reporting agencies or identity verification providers that perform, among other things, personal identification verification services ("Identity Verification") or criminal records checks, sex offender registry checks, or motor vehicle records checks (collectively, "Background Checks"). Outside of the US and Canada, these services are limited to Identity Verification. We do not provide, and are not responsible or liable in any manner for, the Background Checks or Identity Verifications, and we do not endorse or make any representations or warranties regarding the reliability of such Background Checks or Identity Verifications or the accuracy, timeliness or completeness of any information in the Background Checks or Identity Verifications. We do not independently verify information in the Background Checks or Identity Verifications. By undergoing a Background Check or Identity Verification via the K9 Connect Service, you hereby authorize and consent to the collection, use and disclosure of the information in the Background Check or Identity Verification to the third-party consumer reporting agency or identity verification provider, and you agree to provide complete and accurate information for your Background Check or Identity Verification. You authorize K9 Connect to obtain "consumer reports" and/or "investigative consumer reports" at any time after receipt of your authorization and consent and throughout your engagement with K9 Connect by , as permitted by applicable law. You understand and agree that K9 Connect may review and rely on the information in the Background Check or Identity Verification in deciding whether to suspend or terminate or investigate a complaint about a Service Provider or Pet Owner, but also that we are not obligated to do so, and are not responsible or liable in any way in the event that any information in any Background Check or Identity Verification is not accurate, timely or complete. If you are the subject of a Background Check, you may contact the applicable third-party consumer reporting agency to dispute the accuracy, timeliness or completeness of such information. You may contact K9 Connect to dispute a decision to suspend or terminate your account that is based in whole or in part on the results of the Background Check. You agree that K9 Connect by 's rights and obligations under the Arbitration Agreement (set forth in Section 17, below) inure to the benefit of the consumer reporting agency used for Background Checks or Identity Verification in respect of any claim that would be subject to the Arbitration Agreement if brought against us. K9 Connect reserves the right to suspend or terminate your access to the K9 Connect Service based on information in the Background Check or Identity Verification or for any other violation of these Terms, as permitted by applicable law. Be aware of the following limitations in Background Checks: Except as otherwise expressly provided in these Terms or through the Service, K9 Connect may but is not obligated to re-run Background Checks on any Users. Background Checks may also vary by type, breadth and depth, and the results may exclude the following: Counties where the individual has no address history. Information not available (or which is delayed in being reported) in particular jurisdictions, which could include arrest logs and records, sex offender

history, and motor vehicle records. Information that may not be reported or may not appear in the public record, such as juvenile records and expunged convictions. Arrests or convictions in foreign countries. Civil records or traffic violations, unless a jurisdiction reports them as criminal offenses. Records that Background Check agencies are prohibited from reporting due to federal, state or local laws, for example, arrests not resulting in convictions. Any other information not reported by third-party Background Check agencies. You should always exercise caution and use your independent judgment before engaging a Service Provider, providing Pet Care Services, or otherwise interacting with users via the K9 Connect Service. Background Checks or Identity Verification are not a substitute for conducting thorough interviews (such as during meet-and-greets) and independently evaluating and inquiring into the individual you engage with.

11. Copyright Infringement.

K9 Connect follows the procedures of the Digital Millennium Copyright Act. We will respond to claims of copyright infringement that are reported in accordance with this Section. It is our policy, in appropriate circumstances, to deactivate or terminate the access of users who repeatedly infringe or are repeatedly charged with infringing others' copyrights or other intellectual property rights. If you believe in good faith that your copyrighted work has been infringed by content posted on the K9 Connect Service, please provide our designated copyright agent with a written notice that includes all of the following information: A description of the copyrighted work you believe to have been infringed; A description of the URL or other location on our Site of the material you believe to be infringing; Your name, mailing address, telephone number and email address; A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; A statement by you, which you make under penalty of perjury, that the above information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and An electronic or physical signature of the person authorized to act on behalf of the copyright owner. Our designated agent for notice of copyright infringement can be reached at: A K9kennelsstore@gmail.com

12. Third Party Services, Links.

You acknowledge that K9 Connect relies on the services of third party providers (such as payment processors) to supply the K9 Connect Service. The K9 Connect Service may also contain links to third party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement of such websites or resources, or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

13. Indemnity.

TO THE MAXIMUM EXTENT PERMITTED UNDER ANY APPLICABLE LAW AND EXCEPT AS OTHERWISE PROHIBITED BY APPLICABLE LAW, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD K9 CONNECT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, EXPENSES, DAMAGES AND/OR LIABILITIES, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS, THAT ARE IN ANY WAY RELATED TO YOUR: (1) transactions and interactions, online or offline, with other users of the K9 Connect Service; (2) breach of these Terms; (3) disputes with other users of the K9 Connect Service; (4) your misstatements, misrepresentations, or violation of applicable law; (5) property damage or personal injury to third parties caused by your pet or pets in your care; (6) Your Content; or (7) your use of any Background Check or Identify Verification information in violation of any applicable law. YOU FURTHER AGREE THAT YOU WILL COOPERATE WITH US IN THE DEFENSE OF SUCH CLAIMS. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION UNDER THIS SECTION, AND YOU WILL NOT SETTLE ANY SUCH CLAIM OR MATTER WITHOUT OUR ADVANCE WRITTEN CONSENT.

14. Intellectual Property.

14.1 K9 Connect Service. K9 Connect and its licensors retain all right, title and interest in and to the K9 Connect Service, the technology and software used to provide it, all electronic documentation and content available through the K9 Connect Service (other than Your Content), and all intellectual property and proprietary rights in the K9 Connect Service and such technology, software, documentation and content. Except for your rights to access and use the K9 Connect Service set forth in these Terms, nothing in these Terms licenses or conveys any of our intellectual property or proprietary rights to anyone, including you. You agree that we will have a perpetual right to use and incorporate into the K9 Connect Service any feedback or suggestions for improvement that you provide to us concerning the K9 Connect Service, without any obligation of compensation.

14.2 K9 Connect Trademarks. K9 Connect owns all rights in and to its trademarks, service marks, brand names and logos (the "K9 Connect Marks"). If you are a Service Provider, subject to these Terms, K9 Connect grants you, for so long as you are in good standing on the K9 Connect Service, a limited, revocable, non-exclusive, non-transferable license to use the K9 Connect Marks solely: (a) in the form incorporated into goods, including customizable marketing collateral (promo cards, signage etc.), if any, made available to you by K9 Connect and/or (b) in other manners, solely to the extent specifically authorized in writing via the K9 Connect Service. As a condition of your use of the K9 Connect Service and the foregoing license, you agree that (1) you have no ownership rights in the K9 Connect Marks and all goodwill associated with your use of the K9 Connect Marks inures solely to the benefit of K9

Connect by , (2) such license immediately terminates upon your ceasing to be a Service Provider in good standing, whether at your own option or because K9 Connect suspends or terminates your rights to use the K9 Connect Service, (3) K9 Connect may terminate your right to use any and all K9 Connect Marks at any time for any or no reason in K9 Connect by 's sole discretion, and (4) you will not adopt or use any K9 Connect Marks other than as explicitly authorized by K9 Connect by , and you will not use, register, or apply to register the K9 Connect Marks, the term K9 CONNECT BY , or any other term that includes the term K9 CONNECT BY , or any other similar term, as a business name, trade name, trademark, domain name, social media profile name, or any other indicator of source.

15. Warranty Disclaimer for the K9 Connect Service.

The information and materials found on the K9 Connect Service, including text, graphics, information, links or other items, are provided "as is" and "as available." Reviews, profiles, advice, opinions, statements, offers, or other information or content made available through the K9 Connect Service, but not directly by K9 Connect by , are those of their respective authors, who are solely responsible for such content. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, K9 CONNECT DOES NOT: (1) WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF INFORMATION AND MATERIALS ON THE K9 CONNECT SERVICE; (2) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN K9 CONNECT BY ; (3) WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, FREE FROM COMPUTER VIRUSES, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE K9 CONNECT SERVICE WILL BE CORRECTED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, K9 CONNECT EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE K9 CONNECT SERVICE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. IN ADDITION AND WITHOUT LIMITING THE FOREGOING, WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE SUITABILITY OF ANY SERVICE PROVIDER THAT OFFERS PET CARE SERVICES VIA THE K9 CONNECT SERVICE.

16. Limitation of Liability.

16.1 Exclusion of Certain Types of Damages. To the maximum extent permitted under applicable law, in no event will K9 Connect be liable to you for any indirect, special, incidental, or consequential damages, including travel expenses, or for any business losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses or expenses that arise out of or relate to the use of or inability to use the K9 Connect Service, including without limitation

damages related to any information received from the K9 Connect Service, removal of your profile information or review (or other content) from the K9 Connect Service, any suspension or termination of your access to the K9 Connect Service, or any failure, error, omission, interruption, defect, delay in operation or transmission of the K9 Connect Service, even if we are aware of the possibility of any such damages, losses or expenses. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

16.2 Limit on Our Liability to You. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL K9 CONNECT BY 'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM OR RELATING TO THE K9 CONNECT SERVICE OR THESE TERMS EXCEED THE AMOUNTS PAID BY YOU TO K9 CONNECT (SPECIFICALLY EXCLUDING AMOUNTS PAID TO SERVICE PROVIDERS) DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO LIABILITY OR, IF YOU HAVE NOT PAID K9 CONNECT FOR THE USE OF ANY SERVICES, THE AMOUNT OF \$100.00 USD (OR EQUIVALENT IN LOCAL CURRENCY). (Any financial obligations K9 Connect may have to its users in connection with user conduct are limited to the reimbursement obligations set forth in the K9 Connect Guarantee.) NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO A CLAIM BY A SERVICE PROVIDER LOCATED IN THE UNITED STATES FOR NON-DELIVERY OF PAYMENT FROM PET OWNERS THAT K9 CONNECT RECEIVES ON SUCH SERVICE PROVIDER'S BEHALF PURSUANT TO SECTION 9.10, K9 CONNECT BY 'S LIABILITY SHALL NOT EXCEED THE AMOUNT THAT K9 CONNECT FAILED TO DELIVER TO THE SERVICE PROVIDER PURSUANT TO THESE TERMS.

16.3 No Liability for non-K9 Connect Actions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL K9 CONNECT BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, AND/OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE, INCLUDING THIRD-PARTY SERVICES, IN CONNECTION WITH THE K9 CONNECT SERVICE, INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, THEFT, BODILY INJURY, DEATH, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM RELIANCE ON INFORMATION OR CONTENT POSTED ON OR TRANSMITTED THROUGH THE K9 CONNECT SERVICE OR THIRD-PARTY SERVICES, OR FOR ANY INTERACTIONS WITH OTHER USERS OF THE K9 CONNECT SERVICE, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO ATTEMPT TO DEFRAUD OR HARM YOU. IF YOU HAVE A DISPUTE WITH A SERVICE PROVIDER OR PET OWNER, YOU AGREE TO RELEASE K9 CONNECT FROM ALL CLAIMS, DEMANDS AND DAMAGES OF EVERY NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES, EXCEPT AS SPECIFICALLY SET FORTH IN THE K9 CONNECT GUARANTEE. IN NO EVENT WILL K9 CONNECT BE LIABLE FOR DIRECT OR INDIRECT CONSEQUENCES OF A PET OWNER OR SERVICE PROVIDER FAILING TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

17. Arbitration Agreement and Class Action Waiver.

PLEASE READ THIS SECTION CAREFULLY, AS IT PRESCRIBES HOW DISPUTES BETWEEN US WILL BE RESOLVED. IF YOU RESIDE WITHIN THE EUROPEAN ECONOMIC AREA OR THE UNITED KINGDOM, THIS SECTION APPLIES ONLY TO BUSINESS CUSTOMERS (NOT “CONSUMERS”). IF YOU ARE A CONSUMER RESIDING WITHIN THE EUROPEAN ECONOMIC AREA OR THE UNITED KINGDOM, PLEASE SEE SECTION 18.

17.1 Arbitration Agreement; Claims. This Section 17 is referred to as the “Arbitration Agreement” in these Terms. Unless you opt out of the Arbitration Agreement in accordance with the procedure described in Section 17.9 below, you and K9 Connect (together, the “Parties”) agree that any and all disputes or claims that arise between you and K9 Connect relating to the K9 Connect Service, interactions with others on the K9 Connect Service, or these Terms (including any alleged breach of these Terms) (collectively, “Claims”), except for Excluded Claims, will be resolved as set forth in this Arbitration Agreement. “Excluded Claims” means (1) individual claims brought in small claims court (if your claims qualify), (2) claims brought by K9 Connect arising out of or related to a violation of Section 4.1, above, (3) claims in which either party seeks injunctive or other equitable relief for alleged unlawful use of intellectual property (including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents) or emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack), and (4) claims that an arbitrator determines cannot be made subject to arbitration as described in Section 17.2 below.

17.2 Agreement to Arbitrate. Unless you opt out of the Arbitration Agreement in accordance with the procedure described in Section 17.9 below, you and K9 Connect agree that any and all Claims (other than Excluded Claims) will be resolved exclusively on an individual basis through final and binding arbitration, rather than in a court (except as specifically permitted in Section 17.11(d)-(e)), in accordance with this Arbitration Agreement, and your rights in connection with all Claims (other than Excluded Claims) will be determined by a neutral arbitrator, not by a judge or jury. You and K9 Connect agree that the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To the extent that the Parties' dispute involves both timely filed Excluded Claims and other Claims subject to this Agreement, the Parties agree to bifurcate and stay for the duration of the arbitration proceedings any such Excluded Claims. If there is a final determination by the arbitrator (or the court, if required by law) that applicable law precludes enforcement of the Arbitration Agreement as to any claim, cause of action, or requested remedy, then that claim, cause of action, or requested remedy will be severed and stayed pending arbitration of the remaining claim, cause of action or requested remedy.

17.3 Prohibition of Class and Representative Actions and Non-Individualized Relief. YOU AND K9 CONNECT AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, EXCEPT AS SPECIFICALLY PERMITTED

IN SECTION 17.11(d)-(e). UNLESS BOTH YOU AND K9 CONNECT AGREE OTHERWISE, YOU AGREE THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR OR COURT MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER K9 CONNECT SERVICE USERS. Notwithstanding any other provision of this Arbitration Agreement or the Rules (as defined in Section 17.5), disputes regarding the interpretation, applicability, or enforceability of this Section 17.3 may be resolved only by a court and not by an arbitrator. In any case in which (a) the dispute is filed as a class, collective, or representative action and (b) there is a final judicial determination that this Section 17.3 is unenforceable with respect to any claim or any particular remedy for a claim (such as a request for public injunctive relief), then: (i) that claim or particular remedy (and only that claim or particular remedy) shall be severed from any remaining claims and/or remedies and stayed; (ii) this Section 17.3 shall be enforced in arbitration on an individual basis as to all such remaining claims or remedies to the fullest extent possible; and (iii) the stayed claims and/or remedies may be brought in a court of competent jurisdiction after all remaining claims are resolved by the arbitrator.

17.4 Pre-Arbitration Dispute Resolution. Our preference will always be to resolve complaints amicably and efficiently, without the need for arbitration. Before you commence arbitration, you must first contact us in writing to explain your complaint through your local K9 Connect office listed below and give us an opportunity to work with you to resolve it. You or your legal representative, if you have one, may contact us by mail at 1296 w 2550 s ogden utah. Your written complaint must include your name, the email address associated with your account, a detailed description of the nature and basis of the dispute, and the specific relief sought. Your written complaint must be on an individual basis and personally signed by you. For any dispute that K9 Connect initiates, a written complaint will be personally signed by a K9 Connect representative and sent to the email address associated with your account. If the issue is not resolved within 30 days after receipt of the written complaint, either party may initiate arbitration as specified in Section 17.5 "Arbitration Procedures" or Section 17.11 "Bellwether Arbitrations," as appropriate.

17.5 Arbitration Procedures. As used in this Section 17, the applicable arbitration rules described below are referred to collectively as the "Rules". US Disputes. For disputes arising in the US, the arbitration will be conducted by a neutral arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures (as modified by the JAMS Consumer Arbitration Minimum Standards in cases of consumer arbitrations) (the "JAMS Rules") in effect at the time a claim is made, currently available at <https://www.jamsadr.com/rules-streamlined-arbitration> and <https://www.jamsadr.com/consumer-minimum-standards/>, respectively. Non-US Disputes. For non-US disputes, the arbitration will be conducted in English by a neutral arbitrator in accordance with the applicable Rules of the International Center for Dispute Resolution in effect at the time a claim is made, currently available at <https://www.icdr.org/icdrcanada> or

https://www.icdr.org/rules_forms_fees. In all cases, the arbitrator will decide the substance of all claims in accordance with law as specified in Section 18, below, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall dismiss an arbitration demand on the pleadings if it does not contain sufficient factual matter to state a claim to relief that is plausible on its face. Any arbitration demand must be personally signed by you or by a K9 Connect representative. The arbitration will be held in the county in which you reside or at another mutually agreed location. All Rules, as modified by this Arbitration Agreement, are incorporated into these Terms by reference. You either acknowledge and agree that you have read and understand the Rules or waive your opportunity to read the Rules and any claim that the Rules are unfair or should not apply for any reason. If there is any inconsistency between the Rules and this Arbitration Agreement, the terms of this Arbitration Agreement will control, unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator also must follow the provisions of these Terms as a court would, including without limitation, the limitation of liability provisions in Section 16. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms and applicable law. The arbitrator shall submit a decision in writing, providing a concise written statement of the essential findings and conclusions on which the award is based. Decisions by the arbitrator are binding and enforceable in court and may be overturned by a court only for very limited reasons. The arbitrator will not be bound by rulings in prior arbitrations involving different K9 Connect users, but will be bound by rulings in prior arbitrations involving the same K9 Connect user to the extent required by applicable law. As limited by applicable law, these Terms and the applicable Rules, the arbitrator will have (1) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Claim, including the determination of whether a Claim is arbitrable, and (2) the authority to grant any remedy that would otherwise be available in court.

17.6 Costs of Arbitration. Payment of all filing, administration, case management, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the applicable Rules. Each party will be solely responsible for all other fees it incurs in connection with the arbitration, including without limitation, all attorney fees. At the end of any arbitration, the arbitrator may award reasonable attorney's fees and costs or any portion thereof to either party upon determining that the claim, cross-claim, or defense is frivolous or brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)) to the extent authorized by applicable law.

17.7 Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all Parties.

17.8 Severability. If any term, clause or provision of this Section 17 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 17 will remain valid and enforceable, provided that if the finding of partial invalidity or unenforceability results in a final determination that the class action

waiver set forth in Section 17.3 fails with respect to all of the claims in arbitration, then Section 17 will be unenforceable in its entirety.

17.9 Opt-Out Procedure. You can choose to reject your agreement to arbitration (Section 17.2) and your waiver of the right to bring or participate in class or representative actions (Section 17.3) by mailing us a written opt-out notice ("Opt-Out Notice") in accordance with the terms of this Section 17.9. The Opt-Out Notice must be postmarked no later than 30 days after the date you accept these Terms for the first time. You must mail the Opt-Out Notice 1296 w 2550 s ogden utah. The Opt-Out Notice must state that you do not agree to the Arbitration Agreement and the class action waiver and must include your name, address, phone number, and the email address(es) used to register for the K9 Connect Service to which the opt-out applies. You must personally sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Arbitration Agreement and class action waiver. If you opt out of the agreement to arbitrate and the waiver of the right to participate in class and representative actions, none of the arbitration provisions will apply to you and you will not waive your right to engage in class or representative actions, but the remainder of these Terms will continue to apply. Opting out of this Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have with us. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Arbitration Agreement and did not validly opt out of it. By opting out of binding arbitration, you are agreeing to resolve Claims (including Excluded Claims) in accordance with Section 18.

17.10 Future Changes to this Arbitration Agreement. Notwithstanding any provision in these Terms to the contrary, you agree that if we make any change to this Arbitration Agreement (other than a change to any notice address or website link provided herein) in the future, that change will not apply to any claim that was filed in a legal proceeding against K9 Connect prior to the effective date of the change. Moreover, if we terminate this Arbitration Agreement by removing it from these Terms, such termination will not be effective until 30 days after the version of these Terms not containing the Arbitration Agreement is posted to the Site, and will not be effective as to any claim that was filed in a legal proceeding against K9 Connect prior to the effective date of removal.

17.11 Bellwether Arbitrations. For disputes arising in the United States, if, in close proximity to one another, 20 or more arbitration demands of a similar nature are asserted against or on behalf of the same or related parties, the following procedures will apply: The demands must be filed with JAMS on an individual basis and otherwise comply with all applicable filing requirements in this Arbitration Agreement, including the pre-dispute resolution and personal-signature requirements in Sections 17.4 and 17.5. Claimants will collectively select 5 demands and respondents will collectively select 5 demands, for a total of 10 demands, to be the "Bellwether Arbitrations." These Bellwether Arbitrations will be individually arbitrated, as otherwise provided by this Arbitration Agreement. The parties will work in good faith with the arbitrators to complete each Bellwether Arbitration within 120 days of its initial pre-hearing conference. The remaining demands not selected as Bellwether Arbitrations will not be arbitrated (or otherwise litigated in any venue) except as provided in Section 17.11(e). JAMS will

immediately place any such matters on administrative suspension (or, alternatively, terminate the proceedings), and no party will be responsible for paying any filing or administrative fees in connection with the demand until the suspension is lifted or the demand is reinstated under Section 17.11(e). Any statutes of limitations applicable to a demand that is subject to this paragraph will be tolled as of the date the demand was filed. Within 60 days of the completion of the Bellwether Arbitrations (unless the parties agree to a lengthier period), all parties will engage in good faith in a non-binding global mediation of all remaining demands. Unless the parties agree on a mediator, the mediator will be appointed by JAMS and have experience in the underlying subject matter of the disputes. K9 Connect will pay the mediator's fee. Notwithstanding Section 17.7, the mediator may be provided the results of the Bellwether Arbitrations in order to facilitate a resolution of all or some of the remaining demands. Counsel for all parties must immediately present to their clients any final settlement offers emanating from the mediation. If the parties are unable to resolve all or some of the remaining demands within 90 days of the completion of the Bellwether Arbitrations (unless the parties agree to a lengthier period), JAMS will lift the administrative suspensions (or reinstate the terminated proceedings) for the unresolved demands only, and the unresolved demands will proceed in individual arbitration as otherwise provided by this Arbitration Agreement. However, any party to an unresolved demand may, upon reasonable notice to the opposing party, opt out of the arbitration process and proceed in court on that unresolved demand. Any unresolved demands that proceed in court under this paragraph may do so in class or representative proceedings (subject to applicable law), notwithstanding any contrary provisions in this Arbitration Agreement. For the avoidance of doubt, the right to proceed in court under the preceding sentence applies only to the unresolved demands that were filed and subjected to the protocols set forth in this Section 17.11. The parties agree that the protocols set forth in this Section 17.11 are designed to achieve an overall faster, more efficient, and less costly mechanism for resolving a large number of similar arbitration demands, including the demands of claimants who are not selected for a Bellwether Arbitration. The parties may seek relief from a court of competent jurisdiction to enforce this Section 17.11.

18. Governing Law and Jurisdiction.

18.1 For users in the United States and Canada, these Terms, and any dispute between you and K9 Connect by , will be governed by the laws of the State of Washington and applicable U.S. federal law, without regard to principles of conflicts of law, except that the Federal Arbitration Act will govern the interpretation and enforcement of Section 17 (the Arbitration Agreement). Unless you and we agree otherwise, or except where prohibited by applicable law, in the event that the Arbitration Agreement does not to apply to you or to a particular claim or dispute, you agree that any claim or dispute that arises between you and K9 Connect must be resolved exclusively by a state or federal court located in the State of Washington, and you and K9 Connect agree to submit to the personal jurisdiction of the courts located within Seattle, Washington for the purpose of litigating all such claims or disputes.

18.2 For users in the EEA and the United Kingdom, the laws of England shall govern these Terms, except that if you live in a country outside of England but within the EEA, certain mandatory applicable laws of your country will apply for your benefit and protection in addition to or instead of certain provisions of English law. Any dispute that arises between you and K9 Connect must be resolved by the English courts or the courts in your country if you live in the EEA outside of England.

18.3 If you are a consumer in the European Economic Area, the European Online Dispute Resolution platform <http://ec.europa.eu/consumers/odr> provides information about alternative dispute resolution, which you may use if there is a dispute that cannot be resolved between you and the relevant party.

19. Class Action Waiver.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND K9 CONNECT AGREE OTHERWISE, THE COURT MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE COURT MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER K9 CONNECT SERVICE USERS.

20. Force Majeure.

K9 Connect shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, natural disasters, earthquakes, hurricanes, wildfires, floods, war, terrorism, riots, embargoes, fires, accidents, pandemics, disease, strikes, or other similar disasters. Also, in such an event, the cancellation policies described in Section 9.6 may not apply and K9 Connect may, in its reasonable discretion, issue refunds under terms that vary from a Service Provider's selected cancellation policy.

21. Miscellaneous.

Nothing in these Terms will be construed as making either party the partner, joint venturer, agent, legal representative, employer, worker, or employee of the other. Neither party will have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that will be binding on the other, except as provided for herein or authorized in writing by the party to be bound. These Terms are non-exclusive and do not prohibit Service Providers from offering pet care services via other means or third parties. The invalidity, illegality or unenforceability of any term or provision of these Terms will in no way affect the validity, legality or enforceability of any other term or provision of these Terms. In the event a term or provision is determined to be invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and these Terms will be enforceable as so modified. To the maximum extent possible under applicable local law, this Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto. These Terms will continue to apply even after your relationship with K9 Connect ends.