



## ROVER RESPOND'R MEMBER AGREEMENT

Welcome to Rover Respond'R, your emergency pet management service (the "Service"). Your Rover Respond'R membership, and all services that Wag'n Enterprises, LLC or any of its affiliates (collectively, the "Company") may provide to you or any of your pets as part of the Service, are subject in all respects to the following terms and conditions, which constitute a contract between you and the Company. This agreement is effective as of April 21, 2009, for current members, and upon acceptance for new members.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE BECOMING A MEMBER OF ROVER RESPOND'R. THIS AGREEMENT IMPOSES SUBSTANTIAL LEGAL OBLIGATIONS ON YOU PERSONALLY. YOU SHOULD NOT ENTER INTO THIS AGREEMENT AND BECOME A MEMBER OF ROVER RESPOND'R UNLESS YOU FIRST UNDERSTAND AND ACCEPT EACH OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

### 1. *Rover Respond'R Service*

The purpose of the Service is to permit the pets that you register with the Company to receive the attention and treatment they need in the case of an emergency involving you or your pets. The Service works:

- first, by establishing an emergency contact infrastructure, in the form of your family, friends, and neighbors, that can step in and look after the interests of your pets in your absence;
- second, by notifying emergency first responders—*e.g.*, police, fire, and animal control officials—by means of pet tags, key tags, wallet cards, car license plate holders, residence alert stickers, car alert stickers, and evacuation cards that your pets are members of Rover Respond'R; and
- third, by acting as a communications bridge between emergency first responders and veterinarians and your personal emergency contact infrastructure, to facilitate prompt and adequate care for your Rover Respond'R-registered pets.

To subscribe for the Service you must visit the Rover Store (which you can reach by clicking [here](#)) and purchase a membership. After you check out, you will receive a confirmation e-mail assigning you a Rover Member Number and containing instructions outlining how to register your pets. You must then sign into your account and register your pets by completing a member questionnaire. The questionnaire will, among other things, ask you to list those individuals who you would like to and who may be willing to care for or supervise the care of your registered pets when, due to an emergency, you are unable to. You authorize the Company to, and the Company will, contact by e-mail each individual that you specify to confirm that individuals willingness to act in this capacity you have designated in the member questionnaire. If any of your designated emergency contacts refuses, we will ask them to contact you regarding the matter so that you can change your member profile

accordingly. You will not be charged for any changes that you make to your member profile through your online account.

The basic annual Rover Respond'R subscription includes:

- registration of as many cats, dogs, birds, reptiles, and horses as you own or have living with you;
- a standard registration kit, which includes two (2) pet tags, three (3) key tags, two (2) wallet cards, two (2) car license plate holders, two (2) residence alert stickers, two (2) car alert stickers, one (1) “No Pets Left Behind” evacuation card, one (1) “Live Animals Left Behind” evacuation card, one (1) Wag’N CPR ABCs diagram for cats and dogs, and one (1) Wag’N4U rebate coupon;
- sixty (60) minutes of emergency contact protocol time—i.e., time spent by Rover Respond'R representatives responding to emergency calls regarding, and coordinating care for, your registered pets; and
- Respond'R representatives available twenty-four hours per day, every day of the year to execute the emergency contact protocol described in section 2 below.

You will be charged an annual fee of \$150 for these basis services. During initial checkout, and once you are a member, you may purchase additional pet tags, key tags, wallet cards, license plate holders, alert stickers, and evacuation cards, as well as additional emergency contact protocol minutes, at any time through the Rover Respond'R boutique accessible upon login to your account. If the Company performs emergency contact protocol services in excess of your sixty basic subscription minutes and any additional minutes you have purchased, you will be charged at a rate of \$1.50 per minute (in increments of six seconds) for such excess minutes of service.

Customer service calls should be made to 1-888-WAGN4US and are free of charge. All other calls regarding the Service and your membership should be made to 1-877-WAGNRR911. The duration of such calls will be deducted from your sixty basic subscription minutes and any additional minutes you have purchased. As noted above, additional time will be charged at a rate of \$1.50 per minute (in increments of six seconds). Any chargeable calls made to 1-888-WAGN4US will be transferred or otherwise treated as such and billed accordingly.

## 2. *Emergency contact protocol*

Following is an outline of the generic emergency contact protocol the Company will follow in emergency situations. Since each situation will be different, Rover Respond'R representatives will use their best judgment to vary the protocol as necessary, appropriate, or desirable to accommodate the actual facts and circumstances presented.

Except in the case of a lost pet, the emergency contact protocol is initiated **only** if a first responder or good Samaritan calls Rover Respond'R. If one of your registered pets becomes lost, you may initiate the emergency contact protocol yourself.

The Company will ask the caller to establish whether you or your registered pets are present at the location of the emergency. If you and your pets are there and the caller indicates that you are capable of caring for your pets, the Company will take no further action.

If you are not present or are unable to care for your pets, the Company will inquire as to what action the caller intends to take with respect to your pets. The Company will attempt to contact your designated emergency contacts and notify them of the situation, including: who currently has charge of your pets; whether your pets will be taken to or left at your home or taken elsewhere; if your pets are to be taken elsewhere, where they will be taken and when they are expected to arrive there; and, if your pets are injured, the nature and extent of such injuries. The Company will also attempt to have one or more of your designated emergency contacts that it reaches agree to assume the care of your Rover Respond'R-registered pets.

If any of your pets are injured and are to be taken to a veterinarian, veterinary clinic, or other treatment facility, the Company will attempt to contact that facility to notify it that it should expect your pet or pets and the nature and extent of the injuries it or they have sustained, and to request that the facility contact the Company with the recommended treatment and estimated costs (including all applicable taxes) of treatment. If you have selected pre-approved medical care as part of the Service, and if the recommended treatment and estimated costs of treatment fall within the scope of your pre-approval, and you have on file with the Company a valid credit or debit card account or other payment product account, the Company will then approve the recommended treatment and authorize the treatment facility directly to charge your payment account for the costs of such treatment. If you have not selected pre-approved medical care as part of the Service, or if the recommended treatment or estimated costs of treatment fall outside the scope of your pre-approval, the Company will not authorize or assume any responsibility for any care that would exceed the scope of what you have pre-approved.

If the Company is unable to get in touch with any of your designated emergency contacts, or if all of your designated emergency contacts refuse to assume the care of any of your Rover Respond'R-registered pets, or if you make any statement to the Company in effect abandoning any of your Rover Respond'R-registered pets, the Company will attempt to contact a non-kill shelter in the area where your pet is being held and ask it to assume the care for such pets. If any of your Rover Respond'R-registered pets does not have pre-approved emergency medical treatment, or your designated emergency contacts refuse to assume the care of any of your Rover Respond'R-registered pets, the decision whether or not to euthanize any such pets will be made by the veterinarian or veterinary clinic or other treatment facility where your pets are being held. **The Company cannot be responsible for, and you waive all rights and claims against the Company of any nature whatsoever that are based in whole or in part on, any decision by any person other than the Company to euthanize any of your pets.**

Once any of your designated emergency contacts assume the care of any of your Rover Respond'R-registered pets, the Company's involvement in the emergency that resulted in that assumption of care will be at an end. All care will then be solely the responsibility of your emergency contact.

If you notify the Company that one of your registered pets is lost, the Company will contact shelters, animal control officials, and veterinarians in your area and provide them with a description of your pet and information regarding who to contact if your pet is found. If we receive information from any other person regarding any of your registered pets that is lost, we will attempt to contact you or, if you are not available, one of your emergency contacts promptly.

You authorize us to record all inbound and outbound calls relating to your Rover Respond'R membership or any of your Rover Respond'R-registered pets.

The Company does not control and is not responsible in any way for the acts, or failures to act, of any first responder, veterinarian or other pet treatment facility, any person that you have named as an emergency contact, or any other third party. Without limiting the generality of the preceding sentence, the Company cannot guaranty that any first responder or other responsible person will call Rover Respond'R to report an emergency, even if all Rover Respond'R pet tags, key tags, wallet cards, license plate holders, alert stickers, and evacuation cards are properly displayed, or that any such person will cooperate with the Company or provide accurate and complete information regarding an emergency involving or affecting your Rover Respond'R-registered pets. **Accordingly, you waive all rights and claims against the Company of any nature whatsoever that are based in whole or in part on any action or omission of any person other than the Company.**

Whenever the Company receives any call regarding an emergency involving or affecting your Rover Respond'R-registered pets, the Company will use all reasonable efforts to implement an emergency contact protocol as described above, in accordance with your member subscription and questionnaire, and otherwise in accordance with the Company's standard policies and procedures as in effect from time to time. The Company cannot, however, guaranty a successful outcome to any particular emergency situation, or that each step of any applicable emergency contact protocol will be taken, or taken in the proper order or a timely manner, or taken strictly in accordance with your member subscription and questionnaire or the Company's standard policies and procedures in each instance. **Accordingly, you waive all rights and claims against the Company of any nature whatsoever that are based in whole or in part on any action or omission of the Company, other than acts or omissions constituting gross negligence or willful misconduct.**

3. *Authorized information sharing*

You authorize us to disclose, or to ask and have answered, in your name and on your behalf the following:

a. *First responders and good Samaritans*

To first responders and good Samaritans:

- Rabies vaccination status of any of your Rover Respond'R-registered pets;
- Age, name, main address, and, if known, secondary address of any of your Rover Respond'R-registered pets; and
- Existing medical conditions, if known, of any of your Rover Respond'R-registered pets.

Of first responders and good Samaritans:

- Identity, including name and, if applicable, department and rank;
- Location and nature of the emergency;
- Whether you are available to speak with a Rover Respond'R representative (the Company would prefer to take any necessary instructions from you);
- Description of any pet wearing a Rover Respond'R pet tag;

- Whether any Rover Respond'R-registered pets were involved in or affected by the emergency and, if injured, the nature and extent of any injuries sustained by any of your Rover Respond'R-registered pets;
- Your Rover Respond'R membership number;
- If a Rover Respond'R-tagged or -stickered vehicle is present, license plate number of the vehicle and names of any persons in the vehicle;
- Identity of and contact information for any hospital or other treatment facility you will be or have been taken to;
- Identity of and contact information for any veterinarian, veterinary clinic, or other treatment facility any of your Rover Respond'R-registered pets will be or have been taken to; and
- Whether any information recorded on an evacuation card was false or misleading.

*b. Staff of any hospital or other medical facility caring for you*

Of hospital staff:

- Identity, including name, title, and position, name of and contact information for the medical facility;
- Whether you asked them to contact the Company or they did so on their own initiative (and, if on their own initiative, how they obtained your Rover Respond'R identification);
- Whether you are available to speak with a Rover Respond'R representative (the Company would prefer to take any necessary instructions from you);
- Patient information, including name and address, estimated time the patient is expected to remain under care at the medical facility (in order to permit the Company to inform your emergency contacts how long they are likely to need to care for your pets), and date and time of admission (in order to permit the Company to estimate how long your registered pets may have been alone and in need of care);
- Whether they know if any pet was involved in the incident in which you were injured; and
- Whether any of your family members or friends is present at the medical facility and, if so, if they are available to speak with a Rover Respond'R representative.

*c. Veterinarians and staff of any veterinary clinic or other facility caring for any of your pets*

To veterinarians and veterinary clinic staff:

- Rabies vaccination status of any of your Rover Respond'R-registered pets;
- Age, name, main address, and, if known, secondary address of any of your Rover Respond'R-registered pets;
- Existing medical conditions, if known, of any of your Rover Respond'R-registered pets;

- Whether or not any of your Rover Respond'R-registered pets are pre-approved financially for any recommended treatment;
- Identity of and contact information for any person coming to represent you and provide financial help for any of your injured your Rover Respond'R-registered pets; and
- Information as necessary to process payment for any pre-approved emergency medical care on any credit or debit card account or other payment product account on file with the Company.

Of veterinarians and veterinary clinic staff:

- Medical condition of any of your pets currently under their care; and
- Estimate of costs for the immediate care needed to sustain the life of and provide basic health care any of your pets currently under their care.

*d. Your designated emergency contacts*

To your designated emergency contacts:

- Identity of and contact information for any hospital or other treatment facility where you are being treated;
- Identity of and contact information for any veterinarian, veterinary clinic, or other treatment facility where any of your Rover Respond'R-registered pets is being treated;
- Identity of any of your Rover Respond'R-registered pets involved in or affected by any emergency;
- Rabies vaccination status of any of your Rover Respond'R-registered pets;
- Existing medical conditions, if known, of any of your Rover Respond'R-registered pets.
- What actions are necessary for such person to assume care for any of your Rover Respond'R-registered pets;
- How to contact the Company; and
- Whether or not any of your Rover Respond'R-registered pets are pre-approved financially for any recommended treatment, and the extent, if any, the costs of any recommended treatment exceed the amount preapproved.

Of your designated emergency contacts:

- Identity (in order to verify that the correct person has been contacted);
- Your location;
- Estimated time you will be unable to care for your registered pets;
- Location and medical condition (if known) of your registered pets;
- Whether they are willing and able to undertake the care of your registered pets as specified in your member profile;
- Any other information in the possession of the Company necessary or desirable to enable them to assume the care of your registered pets.

#### 4. *Member responsibilities*

The Service can only work properly if you do your part. In addition, the actions you take in connection with using the Service, including having on file with us true and complete information (including rabies vaccination status) with respect to your Rover Respond'R-registered pets, and posting true and complete information on evacuation cards left on your home, can put first responders and others at risk, and can waste the time and resources of third parties, including first responders, good Samaritans, veterinarians, and your own designated emergency contacts. Accordingly, the Company relies on you to use your best judgment and care when registering for and using the Service, and you are solely responsible to do the following:

- Attach an appropriate Rover Respond'R pet tag to all registered pets that wear tags, and to all crates, bird cages, and other devices (*e.g.*, horse halter) as necessary to indicate that a pet is registered with Rover Respond'R. Immediately remove the Rover Respond'R pet tag from any pet that is sold, dies, or otherwise is no longer currently registered with Rover Respond'R.
- Post Rover Respond'R residence alert stickers on your property as recommended in the Rover Respond'R residence alert sticker form included in your standard registration kit. Immediately remove all Rover Respond'R residence alert stickers from your property when you no longer have any pets living on your property that are currently registered with Rover Respond'R, or if you move or sell or rent the property where the residence alert stickers are posted.
- Affix one (1) Rover Respond'R vehicle alert sticker on each of your vehicles as recommended in the Rover Respond'R vehicle alert sticker form included in your standard registration kit. Immediately remove the Rover Respond'R vehicle alert stickers from any of your vehicles when you transfer it to any person who does not reside with you, and from all of your vehicles when you no longer have any pets living on your property that are currently registered with Rover Respond'R.
- Place a Rover Respond'R wallet card inside your wallet as recommended in the Rover Respond'R wallet card instruction sheet. Immediately remove the Rover Respond'R wallet card from your wallet when you no longer have any pets living on your property that are currently registered with Rover Respond'R.
- Attach a Rover Respond'R key tag to each set of keys that you use regularly. Immediately remove the Rover Respond'R keys tags from all sets of keys when you no longer have any pets living on your property that are currently registered with Rover Respond'R.
- Install a Rover Respond'R license plate holder to the rear license plate of each of your vehicles. Immediately remove the Rover Respond'R license plate holder from any of your vehicles when you transfer it to any person who does not reside with you, and from all of your vehicles when you no longer have any pets living on your property that are currently registered with Rover Respond'R.
- Familiarize yourself with the Rover Respond'R evacuation cards. Keep the Rover Respond'R evacuation cards in an accessible location for use as needed.

- Contact the people that you have designated as emergency contacts on a regular basis (not less often than annually) to ensure that they agree to act in the capacity designated.
- Not share your Rover Respond'R password or other login information with anyone.
- Keep your account up to date at all times, including to reflect: temporary contact information when you are away from home for any extended period (one week or longer) (*e.g.*, on vacation, traveling for business, in the hospital for scheduled medical care); newly acquired pets and pets no longer living with or owned by you; current payment card information.
- If any of your registered pets becomes lost, notify Rover Respond'R as directed on the Rover Respond'R website. Follow up yourself on any information the Company provides you regarding your lost pet or pets.

5. *Starting the Service*

You can only get and use the Service by accepting this agreement. Subject to applicable law, you accept this agreement and start your membership in the Service when you first place your order and authorize payment for the Service. Once you do, you are legally bound by this agreement and any later changes or amendments to it. In order to take full advantage of the Service, you will need your standard registration kit (pet tags, etc.), which the Company will mail to you within three business days after all required elements of your Service registration are complete. It is your responsibility to ensure that all required elements of your Service registration are complete.

6. *Duration of the Service*

The Service will start as provided under section 5 (“Starting the Service”) above, and will without end until you or the Company cancels the Service as permitted by this agreement.

7. *Ending the Service*

You may cancel the Service effective at the end of any one-year term by giving the Company notice at least thirty days prior to the end of the current term. All you have to do is call the Company and tell a customer service representative that you want to cancel the Service. If you do not cancel by the applicable date, this agreement and the Service will automatically renew for an additional one-year term. Upon the termination of your membership, any of your pets previously registered with Rover Respond'R will no longer be covered by or registered with the Service.

8. *Cost of the Service*

You can get information on the cost of each element of the Service by logging into your account and visiting the Rover Store or by calling the Company at 1-888-WAGN4US. You must be a member to access the Rover Store.

9. *Payment*

Payment for all elements of the Service is due in advance. The Company accepts payments only by VISA or MasterCard.

If you have a credit or debit card account or other payment product account on file with the Company, the Company will automatically charge it for any renewal or other fees that you incur. If you do not have such an account on file with the Company you must provide the Company with payment annually (or other payment period offered by the Company and chosen by you) in advance. The Company will continue to charge the payment account you provided annually (or you must continue to make payments annually) until you or the Company cancel your service as permitted by this agreement, or you choose another payment period offered by the Company.

If you have elected to include Pre-Approved Medical Care Authorization as part of the Service, you must maintain at all times a valid credit or debit card account or other payment product account on file with the Company with sufficient available credit or funds to cover the entire amount of the Pre-Approved Medical Care Authorization limit selected.

The price of any element of the Service may change over time, and the Company will use the rates then in effect for the applicable payment period for those charges.

If your credit or debit card provider refuses a charge, the Company may terminate or suspend your service.

10. *Taxes, fees, and surcharges*

You agree to pay all taxes, fees, and surcharges set by the government and charged to you by the Company. The Company may not tell you in advance of changes to these items.

11. *Responsibility to pay for the Service*

Depending on which elements of the Service you choose, you will have different payment responsibilities, but you must always pay on time and (unless the law provides otherwise) in full. You are responsible for paying directly to others all charges for services furnished by them that are not expressly covered by the Service.

12. *Billing disputes*

If you object to any fees or charges for services billed by or through the Company, you must notify the Company in writing within sixty days after the fee or charge is incurred, (unless the law does not allow a limit or the law requires a longer period), or you are waiving the dispute.

13. *Cancellation policy*

a. *Subscriptions*

You may obtain a full refund of your annual subscription fee if you cancel your subscription within the first twenty-four (24) hours after you place your subscription order. After expiration of that twenty-four-hour period, you may obtain a pro rata refund of your annual subscription fee (\$0.41 per day remaining in the term on the effective date of cancellation), less a \$50.00 cancellation fee. If you cancel your membership because all of your registered pets have died and you provide proof of death acceptable to the Company, no cancellation fee will be assessed.

*b. Retail orders*

All orders for personalized items (*e.g.*, pet tags, wallet cards, key tags) are non-refundable. You may return any non-personalized items at your own cost within ten business days after the date of purchase. After the expiration of that ten-day period, all such orders are non-refundable. If any items you ordered are damaged, you must call the Company immediately upon receipt at 1-888-WAGN4U2 (on a business day between 9:00 a.m. and 5:00 p.m., Eastern Time) to report the exact nature and extent of the damage. We will replace any damaged items free of charge once we receive the damaged items back from you. Please return any damaged items, or items for which you would like to request a refund, to the Company at the following address:

Wag'N Enterprises, LLC  
795 Center Street  
Suite 5B  
Herndon, Virginia 20170

14. *Changes to this agreement; service limits*

The Company can change this agreement at any time, after giving you thirty days notice (or such longer period as required by law). This includes changing any or all of this agreement, even the prices and services provided. If any such change materially affects your rights under this agreement, or negatively impacts your service in a material way, or results in higher costs charged you by the Company, the Company will provide you with notice of such change in writing. The Company will notify you of any other changes by publishing a notice of the change or a revised version of these terms and conditions on the Rover Respond'R website. The Company is allowed to place usage limits or create tiered pricing plans for any the Service. If the Company place usage limits or tiered pricing plans for any the Service and if you use such service more than allowed by the limit or tiered plan amount, the Company will charge you at the Company's then current rates for your usage in excess of the limit or tiered plan amount. You agree that the Company may use any credit or debit card or other payment account of yours that the Company has on file for payment of such charges. After receiving any such notice of a material change, you may cancel this agreement or agree to the change. If you do not cancel this agreement within thirty days of the notice, you are agreeing to the change and it becomes part of the agreement between you and the Company. You can get an updated copy of this agreement, including all of its current terms and conditions, online at [www.RoverRespondR.com](http://www.RoverRespondR.com) or by calling the Company at 1-877-WAGNRR911.

15. *Third-party service providers*

The Company works with many different companies, individuals, and government entities to provide you the Service. In this agreement, "*Service Provider*" means any person, company, or entity that provides any service, equipment, or facility in connection with the Service.

16. *Rover Respond'R customer service representatives connect you to other Service Providers*

Rover Respond'R customer service representatives link you or your pet to other Service Providers such as the police, fire department, and veterinarians (and, in some cases, to good Samaritans). The Company will use reasonable efforts to contact appropriate Service Providers for help when the Company receives a call with respect to one of your registered

pets, but the Company cannot agree that any Service Providers will respond in a timely manner or at all.

17. *Proprietary information and materials*

Certain information and materials that you may receive through the Service belong to the Company or third parties who provide it through the Company. It may be covered by one or more copyrights, trademarks, service marks, patents, or other legal protections. You agree not to use any content you receive through the Service except as expressly authorized by the Company. You agree not to resell any of it or use it for commercial purposes. You also agree not to copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any of it.

18. *Right to terminate or suspend your service*

The Company may terminate the Service without cause, in which case the Company will give you notice thirty days prior to the effective date of termination after which your account will be deactivated and the Service will terminate. This means that the Company can decide to cease providing the Service to you at any time and for any reason, even for reasons unrelated to you or your account with the Company. Also, the Company may terminate your Service without prior notice to you for any good cause. This means, for example, the Company can terminate your service immediately if you breach any part of this agreement, do not pay amounts that are due to the Company, interfere with the Company's efforts to provide service, interfere with the Company's business, or if the Service is used for illegal or improper purposes. You do not have any right to have the Service reactivated, even if you cure any of these problems. Whether to allow you to have service again will be entirely up to the Company. The Company can suspend the Service for any reason the Company could terminate it. **You will not be entitled to any refund of any kind if the Company suspends or terminates the Service for cause.**

19. *Privacy*

The Company collects information about you and your pets several different ways: from what you provide to the Company when you register for the Service; from your use of the Service; from Rover Respond'R web pages you visit; and from calls or emails between you and the Company. The information the Company may get about you includes things such as your address, phone number, email address, and language preference.

You agree that the Company can, subject to applicable law, use any of this information to: (i) provide the Service to you and your pets; (ii) communicate with you about your account; (iii) evaluate and improve the Company's service; (iv) enforce this agreement with you or others; (v) prevent fraud or misuse of the Service; (vi) comply with legal requirements, including valid court orders showing probable cause in criminal investigations; (vii) protect the rights, property, or safety of you or others; (viii) offer you new or additional products or services; or (ix) perform market research.

For more information, please see the Company's Privacy Statement at [www.roverrespondr.com/PDF/PrivacyAndSecurity.pdf](http://www.roverrespondr.com/PDF/PrivacyAndSecurity.pdf)

20. *Service Representatives*

The Company may record and monitor conversations between you and the Company's customer service representatives or emergency service providers to maintain or improve the quality of the Service, for subscriber issue resolution, for training purposes, or to promote and provide the Service. Please note that the Company's customer service representatives may also remain on the line if they conference in a third party to assist in completing a service request. The Company may also randomly monitor your interactions with Rover Respond'R's automated services for quality improvement purposes.

21. *No warranties*

Warranties are special kinds of promises. **The Company does not make any warranties, express or implied, about the Service. In addition, the Company cannot promise uninterrupted or problem-free service, and cannot promise that the data or information provided to you will be error-free. All data and information is provided to you on an "as is" basis. Neither the Company, nor any of the Company's Service Providers, makes any warranties, express or implied, about the Service or about any data or information or services provided through it. This means, among other things, no warranties of content, quality, accuracy, timeliness, completeness, correctness, reliability, merchantability, or fitness for a particular purpose. All such warranties are expressly excluded by this agreement.**

22. *Limitations of liability*

**You and the Company are each waiving important rights.** Unless forbidden by law in a particular instance, you and the Company each agree as follows:

- The Company is not liable for the actions or inactions of any Service Provider the Company contact for you or your pet, or for the Company's inability to contact any service provider in any particular situation.
- The Company is not liable to you for any injuries to persons, pets, or property arising out of or relating to your use of the Service.
- The Company's maximum liability to you under any theory (including but not limited to fraud, misrepresentation, breach of contract, personal injury, or products liability) for any claims arising under this agreement or relating in any way to the Service during any one-year term is limited to the amount of the annual subscription fee (*i.e.*, \$150.00) you paid for that year. This limitation of liability applies no matter the cost of or other value ascribed to any of your registered pets.
- Neither you nor the Company can recover punitive damages or treble, consequential, indirect, or special damages. Unless otherwise provided in this agreement, neither you nor the Company can recover attorney's fees. You cannot recover these types of damages or fees from any Service Provider, either. You and the Company agree not to make, and to waive to the fullest extent allowed by law, any claim for damages other than direct, compensatory damages as limited in this agreement.
- Notwithstanding anything else in this agreement, you agree to excuse any non-performance by the Company or any Service Provider caused in whole or in part by an act or omission of a third party, or by any equipment failure, act of god, natural disaster, strike, equipment or facility shortage, or other causes beyond the control of the Company or the Company's Service Providers.

- You agree that neither the Company nor any Service Provider who sends you data or information through the Service is liable for any errors, defects, problems, or mistakes in that data or information.
- You agree that the limitations of liability and indemnities in this agreement will survive even after the agreement has ended. These limitations of liability apply not only to you, but to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to the Service.

Please note: Some states do not allow an exclusion or limitation of incidental or consequential damages or certain other damages, so some of the limitations above may not apply in some situations.

23. *Your responsibility for payment in some circumstances*

In order to get the Service, you agree that you will be responsible for any amount anyone else claims from the Company (or the Company's Service Providers, their officers, employees, affiliates and agents), plus any expenses, resulting from any claim, demand, or action (regardless of the nature of the cause of the claim, demand, or action) alleging loss, costs, expenses, damages, or injuries (including injuries resulting in death) arising out of or in connection with: (i) the activities contemplated by this agreement, whether brought by you or third parties, even if due to the sole negligence of any of the Service Providers; (ii) the use or possession of data or information provided in connection with the Service; (iii) claims for libel, slander, or any property damage, personal injury or death, arising out of or related in any way directly or indirectly to this agreement; or (iv) the use, failure to use, or inability to use the Service, except where the claims result from the gross negligence or willful misconduct of any of the Service Providers. In addition, if you have authorized the Company to charge amounts due against your credit or debit card account or other similar account by giving the Company a card or account number, **then your agreement in this section extends to claims, expenses, liabilities, or damages arising out of or in connection with use or ownership of the credit or debit card account or other payment product account, or from the issuer's refusal to pay amounts charged to such account.**

24. *Dispute resolution*

If you and the Company have a disagreement related to the Service, you and the Company will try to resolve it by talking with each other. **If you and the Company cannot resolve it that way, you and the Company both agree, to the fullest extent permitted by law, to use arbitration, not lawsuits** (except for small claims court cases) **to resolve the dispute.** Of course, either of you or the Company can always contact a government agency or regulatory authority for help, too. Here's how private arbitration will work:

The Federal Arbitration Act will apply. Except for qualifying small claims court cases, any controversy or claim arising out of or relating to this agreement, or any prior agreement for service with the Company or any of the Company's affiliates, predecessors in interest, or Service Providers or any product or service provided under or in connection with this agreement or such a prior agreement, or any advertising for such products or services, will be settled by one or more neutral arbitrators before the American Arbitration Association ("AAA") or Better Business Bureau ("BBB").

For claims of \$10,000 or less, whoever starts the arbitration can choose either the AAA's supplementary procedures for consumer-related disputes, an individual action in small claims court, or the BBB's rules for binding arbitration. Each of you and the Company may have to exchange relevant evidence in advance.

You can get rules and fee information from the AAA ([www.adr.org](http://www.adr.org)) or the BBB ([www.bbb.org](http://www.bbb.org)). This agreement does not permit class arbitrations even if AAA or BBB procedures or rules would.

There is no judge or jury in arbitration, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations in this agreement, as a court would. If an applicable statute requires an award of attorney's fees, an arbitrator can award them, too.

Any arbitration award made after completion of arbitration is final and binding and may be confirmed in any court of competent jurisdiction. An award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself.

If for some reason these arbitration requirements do not apply, or a claim proceeds in small claims court, you and the Company each waive any trial by jury.

Any arbitration will be held in Fairfax County, Virginia. If for some reason these arbitration requirements do not apply, or either party chooses to bring a claim in small claims court, each of you and the Company submit to the exclusive jurisdiction of the courts of the commonwealth of Virginia sitting in Fairfax County, Virginia.

25. *Governing Law*

To the fullest extent permitted by law, and except as explicitly provided otherwise, this agreement and any disputes arising out of or relating to it will be governed by the laws of the commonwealth of Virginia.

26. *Notices*

Any written notice from you required by this agreement will be considered given when the Company receives it at Wag'N Enterprises, LLC, 795 Center Street, Suite 5B, Herndon, Virginia 20170. Any written notice from the Company required by this agreement will be considered given when the Company sends it by email to any email address you have provided to the Company, or two days after the Company mails it to you at the most current billing address the Company has on file for you. Any oral notices will be considered given when the Company calls you or when you call the Company at 1-888-WAGN4U2 on a business day between 10 a.m. and 5 p.m., Eastern Time.

27. *Third-party beneficiaries*

The Company's Service Providers and the Company's affiliates are intended beneficiaries of this agreement.

28. *No fiduciary relationship*  
No matter what else it says, this agreement doesn't create any fiduciary relationships between you and the Company, or between you and any of the Service Providers. It doesn't create any relationship of principal and agent, partnership, or employer and employee, either.
29. *Assignment; transferring the Service*  
The Company can assign this agreement or your obligations to pay under it in whole or in part to anyone the Company chooses. You cannot assign this agreement or your obligations to anyone else without the Company's prior consent.  
  
The Service is not transferrable. If you attempt to transfer the Service to any other person, such transfer will be null and void. The Company may also elect to terminate the Service for cause on that basis.
30. *Entire agreement*  
This agreement (these terms and conditions and any other documents incorporated in them) is the entire agreement between you and the Company. It supersedes all other agreements or representations, oral or written, between you and the Company, past or present. If any part of this agreement is considered invalid by a court or arbitrator, the rest of it will remain enforceable. Even after this agreement has ended, its provisions will govern any disputes arising out of or relating to it (unless it's been replaced by a new agreement between you and the Company). It will also be binding on your heirs and successors and on the Company's successors. No waiver of any part of this agreement, or of any breach of it, in any one instance will require the Company to waive any other instance or breach. In some circumstances the Company might decide to provide you service voluntarily even if you wouldn't otherwise qualify. This will not be a waiver or require the Company to do so again. You agree that the Company will not be liable for anything resulting from the Company's provision of such service.

Last Updated April 21, 2009