

Terms of Service Effective: January 1, 2025

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 Nuzzle, Inc., a company incorporated under the laws of California with a registered office at 1532 Schaeffer Rd., Sebastopol, CA (“Nuzzle, Inc.,” “we,” “us” and “our”). 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 “Nuzzle, Inc. Service”). The Terms govern all use of the Nuzzle, Inc. Service, whether you access it from our website at <https://www.nuzzle.pro> (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 Nuzzle, Inc. Guarantees and other Policies applicable to your use of the Nuzzle, Inc. 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 NUZZLE, INC. SERVICE WITHOUT AN ACCOUNT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY 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 NUZZLE, INC. 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 Nuzzle, Inc. Service, unless otherwise required by applicable law. Your continued access and use of the Nuzzle, Inc. Service after we post the modified Terms will constitute your consent to be bound by the modified Terms.

Nuzzle, Inc. Service.

2.1 Nature of the Nuzzle, Inc. Service. The Nuzzle, Inc. 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 Nuzzle, Inc. Service includes our emergency support services, educational materials for Service Providers,

and other services. We charge fees for some aspects of the Nuzzle, Inc. Service, as described below in Section 9.

2.2 Nuzzle, Inc. does not provide Pet Care Services. Nuzzle, Inc. is a neutral venue for Service Providers and Pet Owners. Nuzzle, Inc. is not a Service Provider and, except for emergency phone support and other resources and support specifically described in the Nuzzle, Inc. 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 Nuzzle, Inc. are not under the direction or control of Nuzzle, Inc., 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, Nuzzle, Inc. 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 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 Nuzzle, Inc. 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 Nuzzle, Inc. 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 Nuzzle, Inc. 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. Except as provided in Section 16 below and to the maximum extent permitted by applicable law, Nuzzle, Inc. 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 Nuzzle, Inc. may have to its users in connection with user conduct are limited to the reimbursement obligations set forth in the Nuzzle, Inc. Guarantee.)

2.4 Transactions are between Pet Owners and Service Providers. The Nuzzle, Inc. Service may be used to find and offer Pet Care Services and to facilitate payment, but

all transactions conducted via the Nuzzle, Inc. Service are between Pet Owners and Service Providers. Except for the limited refunds specified in Section 9.6 and the Nuzzle, Inc. Guarantee, you agree that Nuzzle, Inc. 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 Nuzzle, Inc. Service.

2.5 Bookings. Pet Owners and Service Providers transact with each other on the Nuzzle, Inc. 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 Nuzzle, Inc. 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.” 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 Nuzzle, Inc. 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 Nuzzle, Inc. does not warrant that any such screen is accurate, complete, conclusive or up-to-date. Similarly, Nuzzle, Inc. does not endorse reviews of Service Providers by other Pet Owners that may be available via the Nuzzle, Inc. Service, and Nuzzle, Inc. makes no commitments that such reviews are accurate or legitimate.

3. Certification of Compliance with Applicable Law.

By accessing and using the Nuzzle 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 Nuzzle 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, 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 Nuzzle 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 Nuzzle Service; Suspension.

4.1 Your Conduct on the Nuzzle Service. When you use the Nuzzle Service, you agree:

To use the Nuzzle Service only in a lawful manner and only for its intended purposes. Not to use the Nuzzle 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 Nuzzle Service. Not to use the Nuzzle Service, or engage with other users of the Nuzzle Service, for purposes that violate the law. Not to use the Nuzzle Service to arrange for the provision and purchase of services with another user, then complete transactions for those services outside of the Nuzzle Service. Not to use the Nuzzle Service for purposes of competing with Nuzzle 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 Nuzzle 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 Nuzzle 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 Nuzzle Service, or to create multiple or duplicate accounts. Not to interfere with our provision of, or any other user's use of, the Nuzzle Service. Not to solicit another user's username or password for the Nuzzle 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 Nuzzle 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 Nuzzle Service: (1) if in our discretion your conduct on the Site or Nuzzle Service is inappropriate, unsafe, dishonest, or in breach of these terms; or (2) if necessary in our discretion to protect Nuzzle, its users, pets, or the public. You may suspend or terminate your use of the Nuzzle Service at any time and for any reason. If you wish to deactivate your account, please contact Nuzzle. Note that if you have any outstanding payment obligations, those will survive suspension or termination of your account.

5. Registration; Account Security.

In order to use some aspects of the Nuzzle Service, you will be required to create a username, password, and user profile. If you elect to use the Nuzzle 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 Nuzzle suspends or terminates your account, not to create additional accounts). You are responsible for maintaining the confidentiality of your username and password for the Nuzzle 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 Nuzzle Service is described in our Privacy Policy. By accessing or using the Nuzzle 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 Nuzzle Service or otherwise in connection with using the Nuzzle 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 Nuzzle a non-exclusive, fully paid, worldwide license for the duration of the copyright in Your Content 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 Nuzzle 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 Nuzzle 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 Nuzzle 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.

7.6 Reviews. The Nuzzle 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 Policy and that Nuzzle 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 Nuzzle Service, whether before or after deactivation of your account for the Nuzzle 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 Nuzzle 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 expressly consent to receive from or on behalf of Nuzzle 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. You acknowledge that this consent is not required as a condition of purchase and that you may revoke this consent at any time., 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 Nuzzle Service, and you may opt-out of receiving such messages at any time as described in our Privacy Policy (though you may continue to receive messages while Nuzzle 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 Nuzzle account information promptly to ensure that messages are not sent to the person who acquires your old number.

Fees & Payment.

9.1 Currency. All fees, deductible amounts, and other payments referenced on, or charged through, the Nuzzle 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 Nuzzle. The Service Provider, not Nuzzle, is responsible for performing the Pet Care Services. 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. Nuzzle'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 72 hours after completion of the service period indicated in the Booking. Fees for Service Providers are described here. Except where otherwise specified via the Nuzzle 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 Nuzzle Service. If you are a Service Provider, except where prohibited by law or otherwise specified, 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.

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 Nuzzle 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. Pet parents may cancel a confirmed booking more than seventy-two (72) hours prior to the scheduled service start time to receive a full refund. Cancellations made within seventy-two (72) hours of the scheduled start time will result in forfeiture of the booking deposit, which is non-refundable and serves to compensate service providers for reserved availability. No refunds will be issued for same-day cancellations or no-shows.

Cancellations by Service Provider. If a service provider cancels a confirmed booking, the pet parent will receive a full refund, including any deposit paid. In cases of verified emergencies, illness, severe weather, natural disasters, or other circumstances beyond reasonable control, Nuzzle may, at its sole discretion, issue partial or full refunds. Approved refunds will be processed to the original payment method and may take five (5) to ten (10) business days to appear, depending on financial institutions. Processing

and transaction fees are non-refundable unless otherwise required by law. Nuzzle reserves the right to review disputed charges and make final determinations regarding refunds.

General Terms for Cancellations. If you wish to cancel a Booking, you should use the mechanisms available through the Nuzzle 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 Nuzzle Service, regardless of any separate communications between users outside of the Nuzzle Service.

Payment Disputes; Payment Outside of the Nuzzle Service. Nuzzle initiates payments to Service Providers 72 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 Nuzzle has no obligation to mediate or facilitate any resolution. Further, Nuzzle has no responsibility or liability with respect to any tips, bonuses, or other payments made outside of the Nuzzle 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, Nuzzle 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 the protection of Nuzzle, the Nuzzle 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 Nuzzle 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.

9.9 Taxes. Except for taxes on Nuzzle's income and gross receipts or where Nuzzle 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 Nuzzle Service.

9.10 Payment Processing. Payment processing services may be provided by one or more third-party payment processors. Nuzzle reserves the right to switch payment processing vendors or use alternate or backup vendors at its discretion.

10. Background Checks and Identity Verifications.

Nuzzle 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 Nuzzle 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 Nuzzle to obtain “consumer reports” and/or “investigative consumer reports” at any time after receipt of your authorization and consent and throughout your engagement with Nuzzle, as permitted by applicable law.

You understand and agree that Nuzzle 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 Nuzzle 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 Nuzzle’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. Nuzzle reserves the right to suspend or terminate your access to the Nuzzle 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, Nuzzle 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 Nuzzle 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.

Nuzzle 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 Nuzzle 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:

Nuzzle, Inc. Attention: Copyright Notice 1532 Schaeffer Rd., Sebastopol, CA
copyright@nuzzle.com

12. Third Party Services, Links.

The Nuzzle Service may 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 NUZZLE 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 Nuzzle Service; (2) breach of these Terms; (3) disputes with other users of the Nuzzle 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 Identity 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 Nuzzle Service. Nuzzle and its licensors retain all right, title, and interest in and to the Nuzzle Service, the technology and software used to provide it, all electronic documentation and content available through the Nuzzle Service (other than Your Content), and all intellectual property and proprietary rights in the Nuzzle Service and such technology, software, documentation, and content. Except for your rights to access and use the Nuzzle 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 Nuzzle Service any feedback or suggestions for improvement that you provide to us concerning the Nuzzle Service, without any obligation of compensation.

14.2 Nuzzle Trademarks. Nuzzle owns all rights in and to its trademarks, service marks, brand names, and logos (the "Nuzzle Marks"). If you are a Service Provider, subject to these Terms, Nuzzle grants you, for so long as you are in good standing on the Nuzzle Service, a limited, revocable, non-exclusive, non-transferable license to use the Nuzzle Marks solely: (a) in the form incorporated into goods, including customizable marketing collateral (promo cards, signage, etc.), if any, made available for purchase via the Nuzzle Store and/or (b) in other manners, solely to the extent specifically authorized in writing via the Nuzzle Service. As a condition of your use of the Nuzzle Service and the foregoing license, you agree that (1) you have no ownership rights in the Nuzzle Marks and all goodwill associated with your use of the Nuzzle Marks inures solely to the benefit of Nuzzle, (2) such license immediately terminates upon your ceasing to be a Service Provider in good standing, whether at your own option or because Nuzzle suspends or terminates your rights to use the Nuzzle Service, (3) Nuzzle may terminate your right to use any and all Nuzzle Marks at any time for any or no reason in Nuzzle's sole discretion, and (4) you will not adopt or use any Nuzzle Marks other than as explicitly authorized by Nuzzle, and you will not use, register, or apply to register the Nuzzle Marks, the term NUZZLE, or any other term that includes the term NUZZLE, 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 Nuzzle Service.

The information and materials found on the Nuzzle Service, including text, graphics, information, links, or other items, are provided "AS IS" and "AS AVAILABLE" and with all faults Reviews, profiles, advice, opinions, statements, offers, or other information or content made available through the Nuzzle Service, but not directly by Nuzzle, are those of their respective authors, who are solely responsible for such content. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NUZZLE DOES NOT: (1) WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF INFORMATION

AND MATERIALS ON THE NUZZLE SERVICE; (2) ADOPT, ENDORSE, OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN NUZZLE; (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 NUZZLE SERVICE WILL BE CORRECTED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NUZZLE EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE NUZZLE 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 NUZZLE SERVICE.

16. Limitation of Liability.

16.1 Exclusion of Certain Types of Damages. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL NUZZLE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, including travel expenses, or for any business losses, or 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 Nuzzle Service, including without limitation damages related to any information received from the Nuzzle Service, removal of your profile information or review (or other content) from the Nuzzle Service, any suspension or termination of your access to the Nuzzle Service, or any failure, error, omission, interruption, defect, delay in operation or transmission of the Nuzzle 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 NUZZLE'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM OR RELATING TO THE NUZZLE SERVICE OR THESE TERMS EXCEED THE AMOUNTS PAID BY YOU TO NUZZLE (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 NUZZLE FOR THE USE OF ANY SERVICES, THE AMOUNT OF \$100.00 USD (OR EQUIVALENT IN LOCAL CURRENCY).

NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO A CLAIM BY A SERVICE PROVIDER FOR NON-DELIVERY OF PAYMENT FROM PET OWNERS THAT NUZZLE RECEIVES ON SUCH SERVICE PROVIDER'S BEHALF PURSUANT TO SECTION 9.10, NUZZLE'S LIABILITY SHALL NOT EXCEED THE AMOUNT THAT NUZZLE FAILED TO DELIVER TO THE SERVICE PROVIDER PURSUANT TO THESE TERMS.

16.3 No Liability for non-Nuzzle Actions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NUZZLE 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 IN CONNECTION WITH THE NUZZLE 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 NUZZLE SERVICE, OR FOR ANY INTERACTIONS WITH OTHER USERS OF THE NUZZLE 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.

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 Nuzzle (together, the "Parties") agree that any and all disputes or claims that arise between you and Nuzzle relating to the Nuzzle Service, interactions with others on the Nuzzle 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 Nuzzle 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 Nuzzle 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 Nuzzle agree that the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

17.3 Prohibition of Class and Representative Actions and Non-Individualized Relief. YOU AND NUZZLE 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).

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 Nuzzle office listed below and give us an opportunity to work with you to resolve it. You or your legal representative must send written notice to us at Nuzzle, Inc., Attn: Legal, 1532 Schaeffer Rd., Sebastopol, CA, or such other address as we may specify in writing. 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.

17.5 Arbitration Procedures. The arbitration will be conducted by a neutral arbitrator in accordance with the applicable arbitration rules. 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 arbitration will be held in the county in which you reside or at another mutually agreed location.

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.

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.

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 to Nuzzle, Inc., Attn: Legal, 1532 Schaeffer Rd., Sebastopol, CA.

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 Nuzzle prior to the effective date of the change.

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:

(a) Claimants and respondents will each select five cases to proceed as "Bellwether Arbitrations." (b) These Bellwether Arbitrations will be individually arbitrated, as otherwise provided by this Arbitration Agreement. (c) The remaining demands will be placed on administrative suspension pending the resolution of the Bellwether Arbitrations. (d) After the Bellwether Arbitrations conclude, the parties will engage in good faith mediation to resolve the remaining demands. (e) If unresolved claims remain, those claims may proceed in arbitration or court as determined under this Arbitration Agreement. (f) 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. (g) 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 Nuzzle, will be governed by the laws of the State of California 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 apply to you or to a particular claim or dispute, you agree that any claim or dispute that arises between you and Nuzzle must be resolved exclusively by a state or federal court located in the State of California, and you and Nuzzle agree to submit to the personal jurisdiction of the courts located within California 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 Nuzzle 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 ACKNOWLEDGE AND EXPRESSLY 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 NUZZLE 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 NUZZLE SERVICE USERS.

20. Force Majeure.

Nuzzle 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 Nuzzle 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 insure 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 Nuzzle ends.

For questions or concerns about the Nuzzle Service or these Terms, please contact us at info@nuzzle.com .