

The Effective Date of these Terms of Use is January 1st, 2021.

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used to assist solely in the scheduling and management of pet care services including providing alerts, tracking and automated billing services. Notwithstanding the foregoing, the K9E is provided "as is" and Company specifically disclaims any warranties as further set forth in Section 12 herein. The Users represent and warrant that Company is not responsible for the accuracy of any information contained in the K9E as related to the Users or their services or pets, and that Users are solely responsible for providing and adding all information related to the Users contained in the K9E. The User's hereby expressly release Company from any liability related to incorrect information or any claim, damage, cause of action or loss related to any negligent, tortious, or otherwise wrongful act or omission in providing pet care or management services to a pet owner. The Users represents and warrants that any information related to Users in the K9E is true and accurate, and that the User(s) providing such information are authorized to provide such information and authorize the use in accordance with the K9E Policies. Privacy: Protecting the User's privacy is very important to Company. Please review our Privacy Policy to better understand our commitment to your privacy and how we may use or otherwise disclosure your information, or information obtained from you from your use of the K9E. To be eligible to use the K9E, you must be 18 years or older and a resident of the United States, and by registering or otherwise using the K9E you represent and warrant that you are a resident of the United States, are 18 years or older and are under no legal disability or inability which prevents you from entering this Agreement and agreeing to the terms contained herein. FEDERAL AND STATE LAWS. When using the K9E the User must obey all applicable federal, state and local laws. This website was created and will be operated from the United States. Any use of this site that violates any applicable laws will be grounds for discontinuing the User's rights to access this website. PROHIBITED ACTIVITIES. The following activities on or in connection with the K9E are expressly prohibited and in the event the User engages in any such activity, Company reserves the right to terminate User's use of the K9E or take any other action in law or equity which Company is otherwise entitled: Creating a username in violation of anyone's trademarks, copyright, or other intellectual property right. Creating a username that contains offensive content. Offensive content may include, but is not limited to, obscene language, obscene references, threatening or harassing messages, or defamatory statements. Creating a username that impersonates any third party or otherwise providing any information belonging to any third party without authorization. Engage in any activity that is in unlawful or otherwise in violation of any third party's rights. Engaging in activity that compromises the K9E including but not limited to hacking, IP attacks, worms, viruses, spamming, phishing, cancelbots, Trojan horses, mailbombing or crashing. Engaging in any activity designed to impede the use of the K9E by other users, including, but not limited to, any activity that jams the website, including overloading and flooding. Framing or deep linking into the K9E. Accessing the K9E by means of an automated process, spiders, bots or similar device. Access or use the K9E through any technology or means other than those provided by Company. Copy, translate, modify, or make derivative works of the content, code, technology or any part thereof. Redistribute, sublicense, rent, publish, see, assign, lease, market, transfer, or otherwise make the content provided by Company available to third parties. Reverse engineer, decompile or otherwise attempt to extract the source code contained on or in connection with the K9E, unless this is expressly permitted or required by law. Delete, obscure, or in any manner alter any warning, notice (including but not limited to any copyright or other proprietary rights notice), or link that appears on the K9E. USER SUSPENSION AND/OR TERMINATION. Company, in its sole and

absolute discretion, may terminate users for violating K9E Policies. The User agrees that breach of any of the terms in this Agreement may result in the immediate termination of the User's account and/or give rise to civil action against the User. WEBSITE AVAILABILITY. Because public networks, such as the Internet, occasionally experience disruptions, Company cannot guarantee the K9E will have an uptime of 100%. Although Company strives to provide the most reliable website possible, interruptions and delays in accessing the website are unavoidable and Company disclaims any liability for damages resulting from such problems. USE OF WEBSITE. Unless otherwise specified, the materials in this website are presented solely for the purpose of promoting products, services or programs available in the United States, its territories, possessions, and protectorates. Company makes no representation or warranty of any kind that materials in the site are appropriate or available for use in other locations. If the User accesses the site from locations other than the United States, the User is responsible for compliance with any applicable local laws. COMPATIBILITY. The User may not be able to access certain website functions without installing one or more browser plug-ins. Additionally, Company does not warrant or make any representation that this website will render properly on all web browsers. If the K9E does not operate or appear correctly, please try a different browser and let us know what browser is inoperable. TYPOGRAPHICAL ERRORS. Information on this website may contain technical inaccuracies or typographical errors. We attempt to make K9E descriptions as accurate as possible, but Company does not warrant the content of this website is accurate, complete, reliable, current, or error-free. INTELLECTUAL PROPERTY. This website is owned and operated by K9 Experts, LLC, in New Jersey, the United States of America. Unless otherwise noted in this website, Company owns all rights, including but not limited to any copyright, trademarks or other intellectual property with respect to all content or other materials contained on the K9E. Content includes: text, graphics, logos, video, trademarks, software server information, and anything else hosted on this website. All rights to our content, services, and server information are reserved. Any modification made to the content of this website by a third party is a violation of Company's copyright. Additionally, the K9E may contain other proprietary notices and copyright information, the terms of which must be observed and followed. By posting or submitting any material (including, without limitation, text, photos, and videos) to us via this website, you are representing that you are the owner of the material, or are making your posting/ submission and granting such rights with the express consent of the owner of the material. You grant us, or anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display the material in whole or in part in advertising or marketing including but not limited to website, brochures, or emails. DISCLAIMER OF WARRANTY. NO WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED SHALL APPLY TO THE USER'S ACCESS TO AND USE OF THE PCT, AND COMPANY HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. Company does not have any control over the use of the K9E by third parties or the provision of services by such third parties to USER which use in whole or in part the K9E. Company does not promise that the K9E or any content, services or feature of the K9E will be error-free or uninterrupted, or that any defects will be corrected, or that User's use of the K9E will provide specific results. The K9E and its content are delivered on an "As-Is" and "As-Available" basis. LIMITATION OF LIABILITY. THE LIABILITY OF COMPANY, ITS MEMBERS, SHAREHOLDERS, DIRECTORS, PARENTS, SUBSIDIARIES,

RELATED COMPANIES, AGENTS, EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS ("COMPANY PARTIES") WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF COMPANY'S OBLIGATIONS OR THE USE OF THE K9E , OR THE RENDITION OF SERVICES HEREUNDER, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID TO COMPANY BY OR ON BEHALF OF USER. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL DAMAGES INCLUDING BUT NOT LMIITED TO LOSS OF PROFITS OR REVENUE; INCREASED COST OF PURCHASING OR PROVIDING MATERIALS, SUPPLIES OR SERVICES; COST OF REPLACEMENT CAPITAL; CLAIMS OF PURCHASER'S CUSTOMERS; INVENTORY OR USE CHARGES; PUNITIVE DAMAGES; OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. This limitation of liability section shall prevail over any conflicting or inconsistent provision contained in any of the documents comprising this Agreement. It is up to the User to take precautions to ensure that whatever the User selects for its use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature. IN NO EVENT WILL COMPANY PARTIES BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THIS WEBSITE, OR ON ANY OTHER HYPER LINKED WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON THE USER'S INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OFF-SITE LINKS. A link to a non-K9E website does not mean that Company endorses, approves of or otherwise accepts any responsibility or is liable for the content, or the use, of such website. It is the User's sole responsibility to take precautions to ensure that whatever the User selects for its use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature and User expressly releases, discharges and holds Company Parties harmless from any claims, causes of action, costs or other expenses or liability related to off-site links or third-party websites regardless of whether links to such websites were or are contained on the K9E. USER INDEMNIFICATION OF K9E. The User agrees to indemnify, defend and hold the Company Parties harmless form and against any action, dispute, claim, or suit based on the User's activities on or related to K9E whether such claims, demands, actions whether civil or administrative, liability, fines, penalties and expense, are based on warranty, contract, negligence, strict liability or otherwise. The User agrees to indemnify, defend and hold the Company Parties harmless from any and all claims and liabilities (including outside attorneys' fees) which may arise from the User or User's employees or representatives' submissions, from the User's unauthorized use of material obtained through the K9E, or from the User's breach of this Agreement, or from any such acts through the User's use of the PCT

CONTROLLING LAW AND VENUE. It is understood and agreed that all the construction and interpretation of this Agreement and the relationship between the parties shall at all times and in all respects be governed by the internal laws of the State of New Jersey, without giving effect to the conflict of laws provisions thereof. The User consents and agrees to the sole and exclusive jurisdiction and venue for any action brought to enforce or relating to this Agreement or arising out of the relationship between the parties in the Hudson County New Jersey District Court or the United States District Court for the District of New Jersey. The User hereby waives any and all defenses related to inconvenient forum. **SEVERABILITY.** If any term or provision in this Agreement is found to be void, against public policy, or unenforceable by a court of competent jurisdiction and such finding or order becomes final and non-appealable, then the

offending provision shall be deemed modified to the extent necessary to make it valid and enforceable. If the offending provision cannot be so modified, then the same shall be deemed stricken herefrom in its entirety, and the remainder of this Agreement shall survive with the said offending provision eliminated. FORCE MAJEURE. The nonperformance of any obligation hereunder and under any purchase order submitted hereunder shall be excused during, and as a result of, any calamity, civil disturbance, war, governmental action or intervention, labor dispute, shortage of raw materials or components, act of God, or other action beyond the control of the party whose performance is hindered, delayed, or prevented. WAIVER. Any waiver of any right or provision of these Terms of Use by Company at any time shall not be construed as a waiver or bar of any such right or provision at any future time, unless expressly stated by Company in writing. NOTICES. You agree that Company may provide notice to you by posting it on the K9E, through email to the User provided email address, or otherwise mailing to the address User has provided during registration. Such notice shall be considered to be received by you within 24 hours after it is posted to the K9E or emailed to you unless Company receives notice that such email was undeliverable. If notice is sent by mail, it shall be considered received within four business days after it is mailed. Any notices to Company shall be sent by certified mail, return receipt requested to 83 Old Stirling Rd. Warren Nj 07059 Attn: Terms of Service Department.

K9 Experts LLC.