

# Terms of Service

## Welcome to Wag!

These Terms of Service constitute a legally binding agreement (the “Terms”) between you and Wag! (“Wag!,” “we,” “us” or “our”) governing your use of Wag! applications, websites, contents, products, and/or services (the “Services”). By accessing or using the Services, you agree to be bound by these Terms. Please read them carefully.

Wag! provides an online venue that allows pet owners and third-party pet care service providers (“Pet Care Providers”) to connect with each other using Services made available by Wag! Labs Inc. and its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, “Wag!”). Wag! has no control over the conduct of Pet Care Providers, or any other users of the Services.

Please be advised: These Terms contain provisions that govern how claims that you and Wag! have against each other can be brought (see below). These provisions will, with limited exception, require that you submit claims you have against Wag! to binding and final arbitration on an individual basis, not as a plaintiff or class member in any class, group or representative action or proceeding.

Wag! may amend the Terms and modify or update the Services from time to time. Your continued use of the Services after any such changes are posted here will constitute your acceptance of the amended Terms.

By agreeing to these Terms, you expressly acknowledge that you understand the Terms (including the dispute resolution and arbitration provisions contained herein) and accept all of them. If you do not agree to be bound by these Terms, you may not use or access the Services.

## YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that you are at least 18 years old and legally entitled to enter these Terms, and that you have the authority and capacity to enter into and abide by these Terms.

You further agree and warrant that:

**Your Information.** All information that you provide to Wag! or through the Services is true and accurate, and you will maintain that information up-to-date. You will provide us with whatever proof of identity we may reasonably request. You will keep secure and confidential your account password or any identification we provide you which allows access to the Services.

**Account Circumvention.** You will not use the Services to identify pet owners or Pet Care Providers to complete offline transactions that circumvent your payment obligations for the Services. You may not authorize others to use your user status, and you may not assign or otherwise transfer your user account to any other person or entity.

**Legal Compliance.** You will comply with all applicable state, federal, and local laws while using the Services. You will not copy or distribute the Services without written permission from Wag!.

Access and Use. You may only access the Services using authorized means. You will not use the Services for any fraudulent purposes or to cause nuisance, annoyance or inconvenience. It is your responsibility to ensure you have the correct software and equipment for use with the Services. You will only use an access point or data account that you are authorized to use. Wag! reserves the right to terminate your use of the Services if you use an incompatible or unauthorized device.

Protection of Services and Users. You will not:

Create Internet "links" to the Services or "frame" or "mirror" any software on any other server or wireless or Internet-based device.

Reverse engineer or access the Services (except as permitted by applicable law) in order to, build a competitive product or service, build a product using similar ideas, features, functions or graphics of the Services, or copy any ideas, features, functions or graphics of the Services.

Launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Services.

Send spam or otherwise duplicative or unsolicited messages in violation of applicable laws through the Services.

Send or store through or on the Services infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights.

Send or store through or on the Services material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

Interfere with or disrupt the integrity or performance of the Services or the data contained therein.

Attempt to gain unauthorized access to the Services or its related systems or networks.

Try to harm the Services in any way.

## LICENSE GRANT

Subject to your compliance with these Terms, Wag! grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services solely for your own personal, non-commercial purposes. All rights not expressly granted to you are reserved by Wag! and its licensors.

## PET OWNER OBLIGATIONS

Pet owners warrant and agree that: (1) your pets are free from fleas, ticks, and other pests; and (2) you will have your pets fully vaccinated and up to date on all forms of preventative medicine prior to receiving services from a Pet Care Provider.

## PAYMENT TERMS

You understand that use of the Services may result in charges to you for the services you receive from a Pet Care Provider. After you have received services or goods obtained through your use of the Services, Wag! will facilitate your payment of the applicable charges on behalf of the Pet Care Provider, as such Pet Care Provider's limited payment collection agent. Payment of such charges in such manner shall be considered the same as payment made directly by you to the Pet Care Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Wag!. You retain the right to request lower charges from a Pet Care Provider for

services received by you from such Third Party Provider at the time you receive such services or goods. Wag! will respond accordingly to any request from a Pet Care Provider to modify charges for a particular service.

All charges are due immediately and payment will be facilitated by Wag! using the preferred payment method designated in your Wag! account, after which Wag! will send you a receipt by email. If your primary payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Wag! may, as the Pet Care Provider's limited payment collection agent, use a secondary payment method in your account, if available.

As between you and Wag!, Wag! reserves the right to establish, remove and/or revise charges for any or all services obtained through the use of the Services at any time in Wag!'s sole discretion. Wag! will use reasonable efforts to inform you of charges that may apply, provided that you will be responsible for charges incurred under your Wag! account regardless of your awareness of such charges or the amounts thereof. Wag! may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the charges applied to you. You may elect to cancel your request for services from a Pet Care Provider at any time prior to such Pet Care Provider's arrival, in which case you may be charged a cancellation fee.

This payment structure is intended to fully compensate the Pet Care Provider for the services provided. Wag! does not designate any portion of your payment as a tip or gratuity to the Pet Care Provider. Any representation by Wag! to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that Wag! provides any additional amounts, beyond those described above, to the Pet Care Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Pet Care Provider who provides you with services obtained through the Services, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Services, you will have the opportunity to rate your experience and leave additional feedback about your Pet Care Provider.

## CONSENT TO AUTODIALED TEXT MESSAGES AND PHONE CALLS

You agree that Wag! may contact you by autodialed text messages and phone calls with information about the Services, your account, and with marketing messages, even if your phone number is on a do-not-call list. You are not required to provide this consent as a condition of purchasing anything or using the Services, and may opt out at any time by contacting customer care at (628)-400-4426. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Wag! account information to ensure that your messages are not sent to the person that acquires your old number.

## CONSENT TO CALL RECORDING

You agree that any phone calls to or from Wag! may be monitored or recorded for quality assurance purposes.

## CONSENT TO WALKER PHOTO AND VIDEO ACTIVITIES

You understand and agree that certain Pet Care Providers may take pictures, videos, and other forms of recorded media of your pet during the course of providing Services to you. You further understand and agree that Pet Care Providers may post, upload, share, store, or otherwise provide any such pictures, videos, or other forms of recorded media to Wag! through the Services. You understand and agree that such recorded media may be used not only to provide information to you as part of the Services, but also to assist Wag! in quality control, safety, and promotional and marketing activities. You agree that you have no right, title, or other ownership interest to or in such pictures, videos, or other forms of recorded media, and that the use of such media, including the posting or display of such media, is within Wag!'s sole discretion.

## WAG! INTELLECTUAL PROPERTY

Wag! alone (and its licensors, where applicable) shall own all of the right, title and interest (including all related intellectual property rights), in and to the past, present, and future versions of the Services and all content therein. This content shall include, but is not limited to all layout, text, illustrations, instructions, files, images, designs, software, scripts, graphics, photos, sounds, music, videos, information, materials, technology, interactive features, the "look and feel" of the Services, the compilation and arrangement of the Services, Wag! trademarks, all copyrightable material (including source code and object code) and derivative works or enhancements of any of the above, unless ownership rights remain with a user as part of a User Submission, as described in the User Content section below.

Wag! alone (and its licensors, where applicable) shall also own all of the right, title, and interest (including all related intellectual property right), in and to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Services.

These Terms are not a sale and do not convey to you any rights of ownership in or related to the Services, or any intellectual property rights owned by Wag!. The Wag! name, Wag! logo, and the product names associated with the Services are trademarks of Wag! or third parties, and no right or license is granted to use them.

## Copyright and Alleged Intellectual Property Violations by Users

You may have heard of the Digital Millennium Copyright Act (the "DMCA"), as it relates to online service providers, like Wag!, being asked to remove material that allegedly violates someone's copyright. We respect others' intellectual property rights, and we reserve the right to delete or disable content alleged to be infringing any intellectual property rights at our sole discretion, and to terminate the accounts of repeat alleged infringers; to review our complete Copyright Dispute Policy and learn how to report potentially infringing content, please email [woofsupport@wagwalking.com](mailto:woofsupport@wagwalking.com) . To learn more about the DMCA, click here.

## User Content

Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission." Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy <https://wagwalking.com/privacy> to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant Wag! a license to translate, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected. However, pursuant to the Intellectual Property Terms & Conditions above, Wag! alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Services, whether provided in a User Submission or not.

If you store a User Submission in your own personal Wag! account, in a manner that is not viewable by any other user except you (a "Personal User Submission"), you grant Wag! the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so.

If you share a User Submission only in a manner that only certain specified users can view (for example, a private message to one or more other users)(a "Limited Audience User Submission"), then you grant Wag! the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view (a "Public User Submission"), then you grant Wag! the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all Wag! users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services for any purpose. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

You agree that the licenses you grant are royalty-free, perpetual, sublicenseable, irrevocable, and worldwide.

Finally, you understand and agree that Wag!, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

## THIRD PARTY INTERACTIONS

During your use of the Services, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through the Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Wag! and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. Wag! does not endorse any sites on the Internet that are linked through the Services, and in no event shall Wag! or its licensors be responsible for

any content, products, services or other materials on or available from such sites or third party providers. You recognize that certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and Wag! disclaims any and all responsibility or liability arising from such agreements between you and the third party providers.

Wag! may rely on third party advertising and marketing supplied through the Services and other mechanisms to subsidize the Services. By agreeing to these terms and conditions you agree to receive such advertising and marketing. If you do not want to receive such advertising you should notify us in writing. Wag! reserves the right to charge you a higher fee for the Services should you choose not to receive these advertising services. This higher fee, if applicable, will be posted on Wag!'s website located at <https://www.wagwalking.com>. Wag! may compile and release information regarding you and your use of the Services on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Services.

## INDEMNIFICATION

By entering into these Terms and using the Services, you agree, to the fullest extent permitted by applicable law, that you shall defend, indemnify and hold Wag!, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys, assigns and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:

your violation or breach of any term of these Terms or any applicable law or regulation;  
your violation of any rights of any third party, including Pet Care Providers;  
the actions of your pets; or  
your use or misuse of the Services.

## DISCLAIMER OF WARRANTIES

WAG! MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES. WAG! DOES NOT REPRESENT OR WARRANT THAT:

THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, ANY STORED DATA WILL BE ACCURATE OR RELIABLE, THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE SERVICES ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR

OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY WAG!. WAG! MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES, PRODUCTS OR GOODS OBTAINED BY THIRD PARTIES THROUGH THE USE OF THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY THIRD PARTY SERVICES OR PRODUCTS REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## INTERNET DELAYS

WAG!'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WAG! IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

## LIMITATION OF LIABILITY

WAG! SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF WAG! HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WAG! SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN A PET OWNER AND ANY PET CARE PROVIDER, EVEN IF WAG! HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WAG! SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND WAG!'S REASONABLE CONTROL. IN NO EVENT SHALL WAG!'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500).

WAG!'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE PET CARE SERVICES WITH PET CARE PROVIDERS, BUT YOU AGREE THAT WAG! HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY PET CARE SERVICES PROVIDED TO YOU BY PET CARE PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

## NOTICE

Wag! may give notice by means of a general notice on the Services, electronic mail to your email address on record in Wag!'s account information, or by written communication sent by first class mail or pre-paid post to your address on record in Wag!'s account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after sending. You may give notice to Wag! (such notice shall be

deemed given when received by Wag) by sending an electronic mail message to Wag! at:  
[legal@wagwalking.com](mailto:legal@wagwalking.com) .

## ASSIGNMENT

These Terms may not be assigned by you without the prior written approval of Wag! but may be assigned at any time by Wag! to:

a parent or subsidiary  
an acquirer of assets  
a successor by merger

Any purported assignment in violation of this section shall be void.

## TERM AND TERMINATION OF TERMS

These Terms are effective upon your access or use of the Services. You or Wag! may terminate your participation in the Services at any time, for any reason and Wag! may prohibit your use of the Services at any time in its sole discretion. These Terms, and any subsequent modification of these Terms, shall remain in effect at all times after you or Wag! terminate your participation or access to the Services.

## DISPUTES/MANDATORY INDIVIDUAL ARBITRATION

Any dispute or claim relating in any way to your use of the Services will be resolved by binding arbitration on an individual basis, rather than in court, except that you may assert claims in small claims court if your claims qualify. ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. The Federal Arbitration Act and federal arbitration law apply to this agreement.

“Disputes” or “claims” under this provision shall include, but are not limited to, any dispute, claim or controversy, whether based on past, present, or future events, arising out of or relating to: the Terms and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof), the Services, any other goods or services made available through the Services, your relationship with Wag!, the threatened or actual suspension, deactivation or termination of your account with Wag!, payments made by you or any payments made or allegedly owed to you, any promotions or offers made by Wag!, any claims for fraud, defamation, emotional distress, breach of any express or implied contract or covenant, claims arising under federal or state consumer protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a claim (including disputes about the scope, applicability, enforceability, revocability or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to [legal@wagwalking.com](mailto:legal@wagwalking.com). The arbitration will be conducted by JAMS under its rules, including the JAMS Consumer Minimum Standards. JAMS's rules are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling 1-800-352-5267. Payment of all filing, administration and arbitrator fees will be governed by the JAMS rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Wag! will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on a class, collective, or representative basis. Other than disputes regarding the validity of the class action waiver contained herein, which disputes may be resolved only by a civil court of competent jurisdiction, all disputes regarding the scope and validity of these Terms will be resolved by the arbitrator.

If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

## CHOICE OF LAW

Except as provided above in the DISPUTES/MANDATORY INDIVIDUAL ARBITRATION section, these Terms will be governed by the laws of California without regard to choice of law principles. This choice of law provision is only intended to specify the use of California law to interpret this Agreement and does not create any other substantive right to non-Californians to assert claims under California law whether by statute, common law, or otherwise.

## GENERAL

No joint venture, partnership, employment, or agency relationship exists between you, Wag! or any third party provider as a result of these Terms or use of the Services.

If any provision of the Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

The failure of Wag! to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Wag! in writing.

These Terms comprise the entire agreement between you and Wag! and supersedes all prior or contemporaneous negotiations, discussions or terms, whether written or oral, between the parties regarding the subject matter contained herein. If any provision of these Terms is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties will replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of these Terms.

## THIRD PARTY APPLICATIONS

The Services may be available or accessed in connection with Wag! applications ("Applications") made available by third party providers such as Apple, Inc., or Google, Inc. ("Provider") through their storefronts such as the App Store and Google Play.

Both you and Wag! acknowledge that the Terms are concluded between you and Wag! only, and not with any Provider, and that a Provider is not responsible for the Wag! Services;

The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;

You will only use the Application in connection with a Provider's device that you own or control;

You acknowledge and agree that a Provider has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;

In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify the Provider of such failure; upon notification, the Provider's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;

You acknowledge and agree that Wag!, and not the Provider, is responsible for addressing any claims you or any third party may have in relation to the Application;

You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Wag!, and not the Provider, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;

You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;

Both you and Wag! acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and

Both you and Wag! acknowledge and agree that the Provider and its subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, the Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

In the event you use the Application to provide you with real-time route guidance, YOUR USE OF THIS REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.