

# Terms of Service

1. **Acceptance of Terms.** These Terms of Service (the “**Terms**”) are a binding legal agreement between you and Our Praising Paws the Terms govern your use of our software applications, resources and services for pet owners to find Our Praising Paws. To communicate with each other, and arrange for the provision of pet care services (collectively, our “**Our Praising Paw Services**”). The Terms govern all use of the Our Praising Paw Service, whether you access it from our website at <https://www.ourpraisingpaws.com> (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 Terms, Reservation and other Policies applicable to your use of the Our Praising Paw Service are incorporated by reference into these Terms of Service. **BY ACCESSING OR USING OUR PRAISING PAWS SERVICE, YOU ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHOULD NOT ACCEPT THEM, IN WHICH CASE YOU DO NOT HAVE THE RIGHT TO USE OUR PRAISING PAWS SERVICE.**

You understand and agree that we may change the Terms from time to time, and that any such changes will be effective immediately (except as otherwise described in Section 13.8 below) when we post the modified Terms on Our Praising Paws Service. Your continued access and use of Our Praising Paws Service after we post the modified Terms will constitute your consent to be bound by the modified Terms.

2. **Our Praising Paws Service.**

2.1 Nature of Our Praising Paws.com Service. The Our Praising Paws Service consists of a desktop Web application 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 Our Praising Paws Service includes our dog walking, drop in visits, dog boarding, dog day care, dog bathing, pick up/drop off services, and other services. We charge fees for some aspects of the Our Praising Paws Service, as described below in Section 9.

2.2 Release. **We hereby expressly disclaim, and you hereby expressly release Our Praising Paws from, any and all liability whatsoever for any claims, suits, 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 YOUR USE AND/OR PROVISION OF PET CARE SERVICES IS AT YOUR SOLE AND EXCLUSIVE RISK.**

2.3 Bookings. Pet Owners transact with each other on Our Praising Paws 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 Our Praising Paws Service. Once you complete a Booking, you agree to honor the price and other terms of that Booking.

2.4 **Abandoned Pets; Re-homing.** Pet Owners who arrange for Pet Care Services and fail to retrieve their pet within seven (7) days after the service period identified in a Booking (or an earlier period required under applicable animal abandonment or cruelty laws) agree that Our Praising Paws may, in its (or his or her) sole discretion, place the pet in foster care and/or notify animal control authorities. Pet Owner agrees to reimburse Our Praising Paws for all costs and expenses associated with such actions. If you are a Pet Owner, you authorize your pet's veterinarian(s) to release your pet's veterinary records to Our Praising Paws in connection with any such relocation or re-homing of your pet. In addition, you are responsible for and agree to pay all costs and expenses incurred by Our Praising Paws in connection with such transfer, including any additional charges for new Bookings.

2.5 **Emergencies.** We recommend that Pet Owners give their Our Praising Paws contact information where they can be reached in the event medical care for a pet becomes necessary. If you are a Pet Owner, you hereby authorize Our Praising Paws to obtain and authorize the provision of veterinary care for your pet if you cannot be reached to authorize care yourself in an emergency situation. In such case, you also authorize your pet's veterinarian(s) to release your pet's veterinary records to Our Praising Paws. If your Service Provider reaches you with a request to authorize medical care for your pet and you refuse, you release Our Praising Paws for any injury, damage or liability arising from failure to seek such care. Pet Owners are solely responsible for the costs of any such medical treatment for pets and, if you are a Pet Owner, you hereby authorize Our Praising Paws to charge your credit card or other payment method for such costs.

2.7 **Consent to Call Recording.** You agree that any phone calls to or from Our Praising Paws may be monitored or recorded for quality assurance purposes.

3. **Eligibility; Legal Compliance.** By accessing and using the Our Praising Paws Service, you certify that you: (1) are 18 years of age or older and (2) will comply with all laws and ordinances applicable to your activities conducted through Our Praising Paws.com. For Pet Owners, this means, among other things, that you will ensure that your pets are vaccinated and licensed as required by local law. You acknowledge that Our Praising Paws is entitled to rely on these commitments, and is not responsible to ensure that all users have met these eligibility conditions.

4. **Use of the Our Praising Paws Service; Suspension.**

4.1 **Your Conduct on the Our Praising Paws Service.** When you use the Our Praising Paws Service, you agree:

- To use the Our Praising Paws Service only in a lawful manner and only for its intended purposes.

- Not to use the Our Praising Paws Service to arrange for the care of exotic or inherently dangerous pets such as venomous snakes or constrictors, primates, wolves or wolf hybrids, non-domesticated cats, alligators, horses or other livestock, or any animal with a history of attacks on pets or people.
- Not to submit viruses or other malicious code to or through the ourpraisingpaws.com or Services.
- Not to use the Our Praising Paws Service, or engage with other users of the Our Praising Paws Service, for purposes that violate the law.
- Not to use the Our Praising Paws Service to arrange for the provision and purchase of services with another user, then complete transactions for those services offline.
- 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 Our Praising Paws 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 Our Praising Paws Service by any other person.
- Not to provide false information in your profile on, or registration for, the Our Praising Paws Service.
- Not to interfere with our provision of, or any other user’s use of, the Our Praising Paws Service.
- Not to solicit another user’s username and password for the Our Praising Paws Service.

4.2 Suspension and Termination. You understand and agree that we have no obligation to provide the Our Praising Paws Service to you, nor any obligation to continue providing it once we have begun. If we believe your conduct on the Site or Our Praising Paws Service is inappropriate, unsafe or violates these terms, and for any other reason (or no reason at all), we reserve the right to suspend or terminate your access to the Our Praising Paws Service in our sole discretion.

5. **Registration; Account Security.** In order to use some aspects of the Our Praising Paws Service, you will be required to create a username, password, and user profile. If you elect to use the Our Praising Paws 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 Our Praising Paws suspends or terminates your account, not to create further accounts). You are responsible for maintaining the confidentiality of your username and password for the Our Praising Paws Service, and you agree not to authorize anyone else to use your username and password. You 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 Our Praising Paws Service is described in our [Privacy Policy](#). By accessing or using the Our Praising Paws Service, you acknowledge and consent to the Privacy Policy.

## 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 Our Praising Paws Service or otherwise in connection with using the Our Praising Paws 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 Policy](#), you grant Our Praising Paws an irrevocable, perpetual, non-exclusive, fully paid worldwide license to use, copy, perform, publicly display, reproduce, adapt, modify, transmit, broadcast, prepare derivative works of, and/or distribute Your Content in connection with providing and/or promoting the Our Praising Paws 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 Our Praising Paws 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 ourpraisingpaws.com. 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 your 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.

## 8. **Phone, Text and Mobile Communications.**

8.1 **Consent to Autodialed Text Messages and Phone Calls.** You consent to Our Praising Paws communicating with you about the Our Praising Paws Service by SMS, text message, email and other electronic means, including autodialed text messages and phone calls containing service information and/or marketing messages, even if your phone number is on the do-not-call list. Your carrier's normal messaging,

data and other rates and fees will apply to these communications. You are not required to provide this consent to receive marketing messages as a condition of purchasing anything or using the Our Praising Paws Service, and you may opt-out of receiving these messages and calls at any time as described in our [Privacy Policy](#) (though you may continue to receive messages while Our Praising Paws processes your request).

In the event you deactivate a mobile phone number provided to us for this purpose, you agree to update your Our Praising Paws account information promptly to ensure that messages are not sent to the person who acquires your old number.

## 9. Fees & Payment.

9.1 Currency. All fees, deductible amounts and other payments referenced on, or charged through, the Our Praising Paws Service are listed and payable in local currency (USD).

9.2 Fees for Pet Owners. Pet Owners may purchase Pet Care Services from Our Praising Paws 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 fees indicated in the Booking. Where required by law, the amount charged may also be inclusive of applicable taxes.

9.3 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 Our Praising Paws from, 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.

9.4 Cancellations and Refunds.

- *Cancellations by Our Praising Paws.* If Our Praising Paws cancels a Booking prior to or during the service period identified in the Booking, we will refund the fees paid by the Pet Owner for Pet Care Services not provided, as well as any service charge paid to Our Praising Paws.
- *Cancellations by Pet Owner.* If a Pet Owner cancels a Booking prior to or during the service period specified in a Booking, we will refund fees in accordance with the cancellation policy selected by the Service Provider on the Our Praising Paws Service.
- *Force Majeure.* The cancellation policies described herein may not apply in the event of certain emergency situations beyond the control of Service Providers and/or Pet Owners that make it impossible or impractical to perform agreed Bookings, such as evacuations resulting from hurricane, wildfire or other natural disaster. In such cases Our Praising Paws may, in its reasonable discretion, issue refunds under terms that vary from a Service Provider's selected cancellation policy.
- *General Terms for Cancellations.* If you wish to cancel a Booking, you should use the mechanisms available through the Our Praising Paws Service to do so. For purposes of the policies

and terms in this Section 9.6, the date of cancelation is the date that a user cancels through the Our Praising Paws Service, regardless of any separate communications between users outside of the Our Praising Paws Service.

9.5 **Authorization to Charge.** When you pay for Pet Care Services or for other services on the Our Praising Paws Service, you will be required to provide us with valid, up-to-date credit card or other payment information. You authorize us to charge your credit card or other payment method for fees you incur on the Our Praising Paws Service as they become due and payable. You are responsible for maintaining up-to-date payment information. If we cannot charge you for fees when due because your payment information is no longer valid, or if we do not receive your payment when due, then you understand that Our Praising Paws will be responsible for any failure to provide services associated with those fees. Except as expressly provided in these Terms, all fees paid via the Our Praising Paws Service are non-refundable once paid.

10. **Third Party Services, Links.** The Our Praising Paws 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.

#### 11. **Intellectual Property.**

11.1 **Our Praising Paws Service.** Our Praising Paws and its licensors retain all right, title and interest in and to the Our Praising Paws.com Service, the technology and software used to provide it, all electronic documentation and content available through the Our Praising Paws Service (other than Your Content), and all intellectual property and proprietary rights in the Our Praising Paws Service and such technology, software, documentation and content. Except for your rights to access and use the Our Praising Paws 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 Our Praising Paws Service any feedback or suggestions for enhancement that you provide to us concerning the Our Praising Paws Service, without any obligation of compensation.

11.2 **Our Praising Paws Trademarks.** Our Praising Paws owns all rights in and to its trademarks, service marks, brand names and logos (the “**Our Praising Paws Marks**”).

**Warranty Disclaimer for the Our Praising Paws.com Service.** The information and materials found on the Our Praising Paws Service, including text, graphics, information, links or other items, are provided "as is" and "as available." Reviews, profiles, advice, opinions, statements, offers, or other information or content made available through the Our Praising Paws Service, but not directly by Our Praising Paws, are those of their respective authors, who are solely responsible for such content. TO THE MAXIMUM EXTENT PERMITTED

BY APPLICABLE LAW, OUR PRAISING PAWS DOES NOT: (1) WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF INFORMATION AND MATERIALS ON THE OUR PRAISING PAWS SERVICE; (2) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN OUR PRAISING PAWS; (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 OUR PRAISING PAWS SERVICE WILL BE CORRECTED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR PRAISING PAWS EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE OUR PRAISING PAWS 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 ROVE SERVICE.

## **12. Limitation of Liability**

12.1 Exclusion of Certain Types of Damages. In no event will Our Praising Paws be liable to you for any indirect, special, incidental, or consequential damages, losses or expenses that arise out of or relate to the use of or inability to use the Our Praising Paws Service, including without limitation damages related to any information received from the Our Praising Paws Service, removal of your profile information or review (or other content) from the Our Praising Paws Service, any suspension or termination of your access to the Our Praising Paws Service, or any failure error, omission, interruption, defect, delay in operation or transmission of the Our Praising Paws 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.

12.2 Limit on Our Liability to You. EXCEPT FOR THE LIMITED REIMBURSEMENTS APPROVED BY OUR PRAISING PAWS AND THE REFUND AMOUNTS PAYABLE BY OUR PRAISING PAWS THAT ARE SET FORTH IN SECTION 9, IN NO EVENT WILL OUR PRAISING PAWS'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM OR RELATING TO THE OUR PRAISING PAWS SERVICE OR THESE TERMS EXCEED THE AMOUNTS PAID BY YOU TO OUR PRAISING PAWS (SPECIFICALLY EXCLUDING AMOUNTS PAID TO SERVICE PROVIDERS VIA THE OUR PRAISING PAWS SERVICE) DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO LIABILITY OR, IF YOU HAVE NOT PAID OUR PRAISING PAWS FOR THE USE OF ANY SERVICES, THE AMOUNT OF \$100.00.



12.3 No Liability for non-ourpraisingpaws.com Actions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OURPRAISINGPAWS.COM 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 OUR PRAISING PAWS SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM RELIANCE ON INFORMATION OR CONTENT POSTED ON OR TRANSMITTED THROUGH THE OUR PRAISING PAWS SERVICE, OR FOR ANY INTERACTIONS WITH OTHER USERS OF THE OUR PRAISING PAWS 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.

### 13. Arbitration Agreement.

**PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH OUR PRAISING PAWS.COM AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.**

13.1 Arbitration Agreement; Claims. This Section 13 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 13.8 below, you and Our Praising Paws (together, the "Parties") agree that any and all disputes or claims that arise between you and Our Praising Paws relating to the Our Praising Paws Service, interactions with others on the Our Praising Paws Service, and/or these Terms (including any alleged breach of these Terms) (collectively, "**Claims**"), except for Excluded Claims (defined in the following sentence), will be resolved as set forth in this Arbitration Agreement. As used herein, "Excluded Claims" means (1) individual claims brought in small claims court (if your claims qualify), (2) claims 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 the alleged unlawful use of intellectual property (including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents), and (4) claims that, as a matter of applicable law, cannot be made subject to arbitration.

13.2 Agreement to Arbitrate. Unless you opt out of the Arbitration Agreement in accordance with the procedure described in Section 13.8 below, you 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**, 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**. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To the extent that the Parties' dispute involves both timely filed Excluded Claims and other Claims subject to this Agreement, the Parties agree to bifurcate and stay for the duration of the arbitration proceedings any such Excluded Claims.



**13.3 Prohibition of Class and Representative Actions and Non-Individualized Relief. YOU AND OUR PRAISING PAWS.COM AGREE THAT, UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT IN ACCORDANCE WITH SECTION 13.8 BELOW, EACH OF US MAY BRING CLAIMS (EXCEPT TO THE EXTENT THAT THE RIGHT TO BRING A CLAIM IN A PURPORTED CLASS OR REPRESENTATIVE ACTION CANNOT BE WAIVED AS A MATTER OF LAW) 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 OUR PRAISING PAWS.COM AGREE OTHERWISE (OR TO THE EXTENT THAT THE RIGHT TO BRING A CLAIM IN A PURPORTED CLASS OR REPRESENTATIVE ACTION CANNOT BE WAIVED AS A MATTER OF LAW), THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR 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 OUR PRAISING PAWS.COM USERS.**

13.4 Pre-Arbitration Dispute Resolution. Before you commence arbitration, we suggest that you contact us to explain your complaint. Our preference will always be to resolve complaints amicably and efficiently, without the need for arbitration. If the issue is not resolved and results in arbitration, we will need to mutually select and agree upon an arbitrator and the rules and procedures to govern the arbitration.

13.5 Arbitration Procedures. The Parties will try in good faith to mutually select and agree upon an arbitrator and rules and procedures to govern the arbitration. If we cannot agree, then the arbitration will be conducted by a neutral arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures (“JAMS Rules”), as modified by this Arbitration Agreement. The rules that apply are those in effect when arbitration is demanded by either of the Parties. For information on JAMS, please visit its website, <https://www.jamsadr.com/>. The JAMS Streamlined Arbitration Rules and Procedures are available at [www.jamsadr.com/rules-streamlined-arbitration](http://www.jamsadr.com/rules-streamlined-arbitration), which are incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and any claim that the JAMS Rules are unfair or should not apply for any reason. If there is any inconsistency between the JAMS Rules and this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would, including without limitation, the limitation of liability provisions in Section 12. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court

can award to an individual under the Terms and applicable law. The arbitrator shall submit a decision in writing, specifying the findings of fact and the conclusions of law on which the decision is based. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

The arbitration will be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$1,000 or less, you or Our Praising Paws may elect to have the arbitration conducted by telephone or based solely on written submissions, which election will be binding on you and Our Praising Paws subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at any in-person hearing may be made by telephone by you and/or Our Praising Paws, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Arkansas, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator will not be bound by rulings in prior arbitrations involving different Our Praising Paws.com users, but is bound by rulings in prior arbitrations involving the same Our Praising Paws.com user to the extent required by applicable law. As limited by the Federal Arbitration Act, these Terms and the applicable JAMS Rules, the arbitrator will have (1) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Claim, including the determination of whether a Claim is arbitrable, and (2) the authority to grant any remedy that would otherwise be available in court.

13.6 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.

13.7 Severability. If any term, clause or provision of this Section 13 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 13 will remain valid and enforceable.

13.8 Opt-Out Procedure. You can choose to reject this Arbitration Agreement by mailing us a written opt-out notice ("**Opt-Out Notice**") in accordance with the terms of this Section 13.8. For new Our Praising Paws.com users, the Opt-Out Notice must be postmarked no later than 30 days after the date you accept these Terms for the first time. The Opt-Out Notice must state that you do not agree to the Arbitration Agreement and must include your name, address, phone number, and the email address (es) used to register for the Our Praising Paws.com Service to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Arbitration Agreement. If you opt out of the Arbitration Agreement, the entire Arbitration Agreement will not apply with respect to you, but the remainder of these Terms will continue to apply. Opting out of this Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have with us. By opting out of binding arbitration, you are agreeing to resolve Claims (including Excluded Claims) in accordance with Section 13.

13.9 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 Our Praising Paws prior to the effective date of the change. Moreover, if we terminate this Arbitration Agreement by removing it from these Terms, such termination will not be effective until 30 days after the version of these Terms not containing the Arbitration Agreement is posted to the Site, and will not be effective as to any claim that was filed in a legal proceeding against Our Praising Paws prior to the effective date of removal.

14. **Governing Law and Jurisdiction.** These Terms, and any dispute between you and Our Praising Paws, will be governed by the laws of the State of Arkansas, without regard to principles of conflicts of law, except that the Federal Arbitration Act will govern the interpretation and enforcement of Section 13 (the Arbitration Agreement). Unless you and we agree otherwise, in the event that the Arbitration Agreement is found not to apply to you or to a particular claim or dispute, you agree that any claim or dispute that arises between you and Our Praising Paws must be resolved exclusively by a state or federal court located in the State of Arkansas. You and Our Praising Paws agree to submit to the personal jurisdiction of the courts located within Arkansas for the purpose of litigating all such claims or disputes.
15. **Miscellaneous.** Nothing in this Agreement will be construed as making either party the partner, joint venture, agent, legal representative, employer, contractor 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. The invalidity, illegality or unenforceability of any term or provision of these Terms will in no way effect 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. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.