

Terms of Service

Welcome to the Fetchvana digital platform (the “Platform”). The Platform is operated by Fetchvana, LLC (“Fetchvana”) and is accessible through Fetchvana’s websites (including www.fetchvana.com) and mobile applications.

The Platform is an online service through which persons seeking certain dog-walking and other pet care services (“Member(s)”) can find and connect with providers of those services (“Pet Valet(s)”). The following terms and conditions (“Terms”) govern your use of the Platform, including your use of the Platform to provide or receive dog-walking and other pet care services (“Services”).

Fetchvana is a private company and is not affiliated with any Member or Pet Valet. Nothing in these Terms shall be construed as making Fetchvana the partner, joint venturer, agent, legal representative, employer, contractor, or employee of any other party. Fetchvana does not take part in, nor is Fetchvana in any way responsible for, any interactions or negotiations between Members and Pet Valets, except to the extent necessary to maintain the Platform. Any interaction between you and any other individual or entity through the Platform or arising out of your use of the Platform, including any interactions between Members and Pet Valets, is solely between you and that other individual or entity. Fetchvana expressly disclaims any responsibility for any interactions between Members and Pet Valets.

By accessing, viewing, or using the content, material, or Services available on or through the Platform, you indicate, on behalf of yourself and any company or business entity on whose behalf you are using the Platform, that you have read and understand these Terms, that you agree to them and intend to be legally bound by them. If you do not agree to these Terms, or if you are under 18 years of age, or if you are not a legal resident of the United States, you are not granted permission to use the Platform and must exit immediately.

Any personal information that you provide to Fetchvana via the Platform is subject to Fetchvana’s [[Privacy Policy](#)], which is incorporated into these Terms by reference, as if set forth fully herein.

If you have any questions concerning these Terms or wish to exercise your rights as described below, please email Fetchvana at: [customerservice@fetchvana.com].

1. License to use the App.

Subject to these Terms, Fetchvana hereby grants you a single, limited, terminable, revocable, royalty-free, non-exclusive, nontransferable, nonsublicenseable license to access and use the Platform, solely for informational purposes. You shall be responsible, at your sole expense, for procuring, operating, and maintaining the mobile device, hardware, systems software, telecommunications applications and providers, and other items necessary or appropriate to enable you to exercise your rights and licenses hereunder. Without limiting any other provisions of these Terms, any software, applications or other materials, including the Platform, made available to you is the copyrighted work of Fetchvana or its licensors. Copying or distributing the Platform or the Platform Content (as defined below) is expressly prohibited.

2. Registration.

In order to access certain content, services, products, or benefits on the Platform, you may be asked to register and create an account. By registering an account with Fetchvana, you represent that you are at least 18 years of age or older. You are fully responsible for your account, including use of the account by any third party, and maintaining the confidentiality of your password.

As part of the registration process, you may be asked to select a user name and password, and may be required to provide Fetchvana with certain information about yourself including some types of personally identifying information, such as your email, address, and phone number, as well as information regarding your employment history, pet history, and other credentials. You agree that the information that you provide to Fetchvana on registration and at all other times will be true, accurate, current and complete. You also agree that you will ensure that this information is kept accurate and up to date at all times. By registering with Fetchvana, you hereby authorize Fetchvana to verify any representations and warranties you make either pursuant to these Terms or within any materials submitted during the registration process, including

conducting background checks, contacting any provided references or affiliations, and reviewing public records. You acknowledge that while Fetchvana reserves the right to verify these representations and warranties, Fetchvana is not obligated to do so, and may choose not to do so, in Fetchvana's sole discretion.

Depending on your intended uses of the Platform, you may be asked to designate your account as either a Member Account (i.e., for Members) or a Pet Valet Account (i.e., for Pet Valets). Your obligations and rights under these Terms may vary depending on whether you registered as a Member or a Pet Valet.

3. Rules of Engagement.

Prior to registering a Pet Valet Account, each potential Pet Valet must submit an application through the Platform. By submitting an application to create a Pet Valet Account, you represent, on behalf of yourself and any company or business entity on whose behalf you are using the Platform, that you are at least 18 years of age and that you agree to bound by and comply with these Terms. While Fetchvana reserves the right to review your application, Fetchvana is not obligated to do so, and may choose not to do so, in Fetchvana's sole discretion. Fetchvana may approve or reject your application, for any reason or no reason, in its sole discretion.

Each Pet Valet must be: (a) a citizen of, or legally authorized to work in, the United States, with no disqualifying prior criminal record, including prior convictions for offenses involving dishonesty or violence; (b) fully experienced, skilled, and qualified to perform the Services; (c) able to perform all of the Services under this Agreement without creating a conflict with, or breach of, any contract, relationship, or understanding to which he or she is a party; and (d) comply with all federal, state, and local statutes, regulations, rules, ordinances, and orders of any governmental body or agency, including those relating to the delivery of the Services to the Members.

Pet Valets must maintain a current and accurate profile that promotes a fair playing field and provides a safe, simple, and positive experience for all users of the Platform, including Members. A Pet Valet's profile must not include any inappropriate language, any misleading titles that do not accurately describe the Services offered, or any links to third party websites or services. Pet Valets may not solicit Members to pay additional fees, including travel fees, or use other payment methods not specifically permitted by Fetchvana as approved payment methods.

You acknowledge that all business opportunities generated through the Platform constitute extremely valuable assets of Fetchvana, and that Fetchvana is entitled to protect those assets. As such, you agree, during the time when you are registered with Fetchvana and for one year thereafter, not to, in any manner, directly or indirectly, whether as owner, partner, stockholder, contractor, agent, consultant, or otherwise: (i) provide any services to any Member whom you first connected with through the Platform, other than through the Platform; (ii) induce or attempt to induce any Member (or any person who had been a Member, at any time during your registration with Fetchvana) to terminate any relationship with Fetchvana or to seek services outside of the Platform; or (iii) solicit, recruit, hire, engage, or otherwise employ or retain any current Pet Valet to provide services outside of the Platform. You further acknowledge that any breach of this Section 3 would cause immediate and irreparable harm to Fetchvana, and that Fetchvana shall be entitled to an injunction restraining such breach, in which case no bond or other security shall be required in connection therewith. In addition, you acknowledge that the damages for such breach are difficult to ascertain and that Fetchvana shall be entitled to recover, as liquidated damages, all of the fees, compensation, commissions, or other remuneration received by you (including amounts paid to your then employers, partners, or joint venturers) in connection with any such breach.

4. Purchases.

Some products or services made available on the Platform, including the Services of a Pet Valet, may be available for purchase. All payments for any services made available through the Platform must be made through the payment methods provided on the Platform. In no event shall any payments be made directly or indirectly to any Pet Valet other than through the Platform.

By purchasing products or services made available through the Platform, you represent that you are 18

years of age or older and that you will comply with all specified processes and procedures for redeeming your purchase. Fetchvana uses a third party payment processor to process credit card transactions made through the Platform. If you purchase products or services from Fetchvana or make any payments via the Platform with your credit card, the credit card information that you submit to Fetchvana will be protected by encryption, such as with the Secure Socket Layer protocol. Encryption decreases the likelihood that your credit card information will be stolen or intercepted during transmission.

You are responsible for all charges incurred under your account, whether made by you or another person using your account. If for any reason Fetchvana does not receive payment for a purchase, Fetchvana may exercise all of its rights in law and equity, including: (a) immediately suspending or terminating your account; (b) seeking collection of the outstanding amount owed; and (c) seeking legal action against you for the breach of these Terms. You are also responsible for paying all governmental taxes imposed in connection with your use of the Platform or the purchase or any products or services made available through the Platform, including sales, use, and excise taxes (excluding only taxes on Fetchvana's net income). To the extent that Fetchvana is obligated to collect such taxes, the applicable tax will be added to your billing account. All sales are final, and any refunds will be in Fetchvana's sole discretion.

In accordance with Fetchvana's [\[Remittance Policy\]](#), which is incorporated into these Terms by reference, as if set forth fully herein, Fetchvana will remit to each Pet Valet payments made by Members to Fetchvana for that Pet Valet's Services, less any [\[Facilitation Fees \(as described in the Remittance Policy\)\]](#) owed to Fetchvana, within [\[fifteen days after completion of the Services and Fetchvana's receipt of all amounts due from the applicable Member.\]](#) Any amounts due to a Pet Valet will be based on the fees associated with the Services performed by that Pet Valet and calculated in accordance with the Remittance Policy. Pet Valets must not collect any payments for any Services provided to Members outside the payment methods described herein. Pet Valets acknowledge that they are not eligible to participate in or receive any pension, health, or other benefits plan of Fetchvana, and that Fetchvana is in no way obligated to acquire any Workers' Compensation Insurance or other insurance associated with their Services. Fetchvana is in no way responsible for any travel or other expenses related to any of the Services performed by any Pet Valet.

5. Unauthorized Activities.

You agree that you will not use the Platform or the Services for: (a) any illegal or unauthorized purposes that violate any local, national, or international laws (including to import, export, copyright, and trademark laws); (b) contacting any other user of the Platform who has requested not to be contacted; (c) stalking or harassing anyone; (d) modifying, copying, distributing, displaying, performing, reproducing, publishing, licensing, creating derivative works from, transferring, selling any of the Platform Content, unless otherwise authorized by these Terms or in a separate written agreement with Fetchvana; (e) attempting to gain unauthorized access to Fetchvana's computer systems or engaging in any activity that interferes with the performance of, or impairs the functionality of the Platform or any services provided through the Platform; (f) data mining, scraping, robots, or for releasing spiders, crawlers or any other data gathering or extraction tools, except to the extent the Platform is indexed by general purpose consumer accessible search engines, including Google, Yahoo, MSN, or Bing; (g) promoting any effort to compete with Fetchvana, including using the Platform in a way that causes a reduction or loss of business for Fetchvana; (h) cheating or plagiarizing; (i) any resale or commercial use of the Platform, the Platform Content, or the User Content; (j) using the Platform to access or collect any personally identifiable information, including any names, email addresses or other such information for any purpose, including any commercial purposes; or (k) removing, circumventing, disabling, damaging or otherwise interfering in any way with any security-related features of the Platform aimed at preventing or restricting the unauthorized use of the Platform or any of the Platform Content. You agree to use the Platform only for the purpose and manner for which they were specifically designed; any other use of the Platform or the Platform Content without prior written permission of Fetchvana is strictly prohibited. You acknowledge and agree that the unauthorized use of the Platform or the Platform Content could cause irreparable harm to Fetchvana and that, in the event of such unauthorized use, Fetchvana shall be entitled to an injunction in addition to any other remedies available at law or in equity.

6. Intellectual Property.

As between you and Fetchvana, Fetchvana owns or licenses all data, content, graphics, forms, artwork, images, photographs, functional components, and any software concepts and documentation and other materials on, in, or made available through the Platform (the "Platform Content"), as well as the selection, coordination, arrangement, and organization and enhancement of the Platform Content. All Platform Content is protected pursuant to copyright, trademark, patent, and other applicable laws. You agree not to remove or alter any copyright notice or any other proprietary notice on the Platform or used in connection with any Platform Content. As between you and Fetchvana, all names, trademarks, service marks, certification marks, symbols, slogans, or logos appearing on the Platform are proprietary to Fetchvana or its licensors. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. Unless expressly written otherwise by Fetchvana, you do not have any rights of any kind in or to the Platform Content, other than the right to use the Platform Content in accordance with these Terms.

Certain features of the Platform may allow you to contribute comments, feedback, information, content, text, files, graphics, postings, and other materials and information for access, use, viewing and commentary by other users to the Platform ("User Content"). By contributing User Content, you represent that you have the full legal right to provide the User Content and that use of the User Content by Fetchvana and all other persons and entities will not: (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of your failure to obtain consent to post personally identifying or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement; (c) be defamatory, libelous or trade libelous, unlawfully threatening, or unlawfully harassing; (d) impersonate any person or entity or falsely state or otherwise imply an affiliate with a person or entity or is generally false, deceptive, misleading, deceitful, misinformative, or constitutes a "bait and switch"; (e) be obscene, child pornographic, or indecent; (f) violate any community or Internet standard; (g) constitute misappropriation of any trade secret or know-how; or (h) constitute disclosure of any confidential information of a third party.

You retain all right, title and interest in and to the User Content that you submit and all intellectual property rights embodied therein. Upon your submission of User Content or other material or information to Fetchvana, you grant Fetchvana a worldwide, perpetual, irrevocable, transferable, license to access, use, distribute, reproduce, display, modify, create derivative works based upon, and sublicense the User Content, all without any compensation to you whatsoever. If you believe that any content or postings on the Platform violate your intellectual property or other rights, please follow our Complaint Procedures in Section 13 of these Terms.

7. Third Party Websites and Content.

The Platform may contain links to other websites or feature services of third parties for the convenience of users: (a) in locating information, products, or services that may be of interest; (b) with using the Platform; or (c) with performing or receiving the Services, and complying with any requirements associated with such transactions. These third party websites and services may be available on the Platform via a link, redirect, connect, "frame," plug-ins, integrated application, or other technology, and may be recognized automatically by your browser. Links to other online services may use Fetchvana's logos and look-and-feel as a result of a co-branding agreement.

In order to utilize some aspects of the Platform, you may have to use, accept, install, and review information, data, executables, programs, software, and other items from Fetchvana's third party service providers, suppliers, and licensors. To the extent applicable, these Terms shall apply, but please be aware that Fetchvana has no control over these third parties, and that these Terms may not apply to such links and services. Fetchvana does not recommend and expressly disclaims any responsibility for the content, the accuracy of the information, or quality of products or services provided by or advertised on third party websites or the transactions you conduct or enter into with third parties. Your use of any third party websites or services is at your own risk, and subject to the terms and conditions of such third parties. Fetchvana encourages you to read the privacy policies and terms of use linked or referenced in the websites you enter. Additional Provider Terms may be made available to you upon your access to or use of particular feature, function, or other element of the Platform.

8. Confidentiality.

You hereby acknowledge that certain confidential business materials and other non-public information, including financial information, customer lists, business relationships, and other trade secrets of Fetchvana (“Confidential Information”) may be disclosed to you during your use of the Platform or during your use of or performance of the Services. You will not, at any time, during or after the term of this Agreement, directly or indirectly, copy, use, disclose, release, or publish any such Confidential Information, except as expressly required or authorized by Fetchvana. You will exercise reasonable precautions in maintaining the confidentiality of Fetchvana’s Confidential Information, and will not disclose such Confidential Information to third parties without Fetchvana’s express written permission. Because the life of Confidential Information may extend indefinitely, this provision shall continue in perpetuity.

9. Disclaimer.

Fetchvana, its subsidiaries, affiliates, and licensors, are not responsible for and do not guarantee the accuracy or completeness of any Platform Content, User Content, products, data, services (whether performed by Fetchvana or any third party), links, advertisements, or other items contained within or made available through the Platform. For avoidance of doubt, Fetchvana disclaims all responsibility for the Services provided by Pet Valets, and Fetchvana disclaims all responsibility for the failure of any Pet Valet to perform any Services. Fetchvana reserves the right to immediately remove any Platform Content or User Content for any reason, or for no reason. Fetchvana cannot and does not review all communications or products made available on or through the Platform, but, although not obligated to, may review, verify, make changes to, or remove any Platform Content, User Content, or the products or services made available in connection with the Platform, at any time, with or without notice, in its sole discretion. You agree that you must evaluate and bear all risks associated with the use of the Platform, Platform Content, User Content, or Services and that you may not rely on any of the foregoing.

THE PLATFORM, PLATFORM CONTENT, USER CONTENT, SERVICES, PRODUCTS, INFORMATION AND OTHER MATERIALS ON, IN, AND MADE AVAILABLE THROUGH THE PLATFORM ARE MADE AVAILABLE “AS IS” AND “WITH ALL FAULTS.” USE OF THE PLATFORM IS ENTIRELY AT YOUR OWN RISK. FETCHVANA AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE PLATFORM, PLATFORM CONTENT, THE USER CONTENT, SERVICES, PRODUCTS, INFORMATION AND OTHER MATERIALS ON, IN, AND MADE AVAILABLE THROUGH THE PLATFORM, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, NON-INTERFERENCE, QUALITY, TITLE, AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS, AND EFFORT RELATED TO THE PLATFORM IS WITH YOU.

10. LIMITATION OF LIABILITY.

FETCHVANA AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST REVENUES OR LOST PROFITS, WHICH MAY OR DO RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THE PLATFORM, PLATFORM CONTENT, USER CONTENT, SERVICES, PRODUCTS, INFORMATION AND OTHER MATERIALS ON, IN, AND MADE AVAILABLE THROUGH THE PLATFORM, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT YOU OR FETCHVANA HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF FETCHVANA AND ITS LICENSORS TO YOU OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH, BASED UPON, OR ARISING FROM THE PLATFORM, PLATFORM CONTENT, USER CONTENT, SERVICES, PRODUCTS, INFORMATION AND OTHER MATERIALS ON, IN, AND MADE AVAILABLE THROUGH THE PLATFORM, OR THE SERVICES, PRODUCTS, DATA, OR OTHER MATERIALS OFFERED IN CONNECTION THEREWITH, EXCEED THE AMOUNTS PAID BY YOU DURING THE

PRECEDING YEAR FOR USE OF THE PLATFORM AND THE SERVICES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE TOTAL LIABILITY OF FETCHVANA AND ITS LICENSORS SHALL NOT EXCEED TEN DOLLARS. If you are dissatisfied with the Platform or with any of these Terms, or feel Fetchvana has breached these Terms, your sole and exclusive remedy is to discontinue using the Platform.

11. Indemnification.

You shall defend Fetchvana and its directors, officers, employees, agents, contractors and licensors (“Fetchvana Indemnitees”) against all claims, actions, suits, and other proceedings arising out of or incurred in connection with your use of the Platform (except to the extent attributable to Fetchvana), including the provision or receipt of any of the Services, or your breach of these Terms or any fraud, violation of law, negligence, or willful misconduct (“Claim(s)”). You shall further indemnify and hold the Fetchvana Indemnitees harmless from and against all judgments, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees and attorneys’ disbursements) arising out of or incurred in connection with such Claims. You may not settle any Claim without the prior written consent of Fetchvana. Fetchvana or its licensors may assume the defense of any Claim, at your sole cost and expense, and you shall cooperate in all reasonable respects with such defense. You shall have the right to employ separate counsel in any Claim and to participate in the defense thereof. If Fetchvana or its licensors do not notify you that it elects to undertake the defense thereof, you shall have the right to defend the Claim with counsel reasonably acceptable to Fetchvana, subject to the right of Fetchvana to assume, at its sole cost and expense, the defense of any Claim at any time prior to the settlement or final determination thereof.

12. Internet Security.

Fetchvana uses reasonable efforts to ensure that the Platform is generally available. However, there will be occasions when access to the Platform will be interrupted or unavailable. Fetchvana will use reasonable efforts to minimize such disruption where it is within Fetchvana’s reasonable control. You agree that Fetchvana will not be liable to you for any modification, suspension, or discontinuance of the Platform. You understand that the technical processing and transmission of any content may be transferred unencrypted and involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Please be advised that Fetchvana does not guarantee that any information sent from via the Platform will be secure during transmission, nor can Fetchvana guarantee the confidentiality of any communication or material transmitted to Fetchvana via the Platform or the internet in general, including, for example, personal information such as your name or address.

13. Complaint Procedures.

If you believe that any content or postings on the Platform violates your intellectual property or other rights, please notify Fetchvana via e-mail to [customerservice@fetchvana.com] with a comprehensive detailed message setting forth the following information: (a) your name and the name of your company, if any; (b) your contact information, including your e-mail address; (c) the nature and substance of your complaint, the specific rights at issue, and your basis for making the complaint, including the content or posting that is objectionable; and (d) the following statement: “The statements, representations, and assertions made in this message are true, complete, and accurate and I have the full legal authority to make each and every such statement, representation, and assertion and to make and be granted any demand made in this message.”

14. Changes to these Terms; Termination.

Fetchvana reserves the right at any time to modify, alter, or update these Terms. Fetchvana will notify you, by email or with a posting to the Platform, of any new or revised Terms, including information regarding the location of the new or revised terms and conditions. Your use of the Platform following any changes means that you agree to follow and be bound by the terms as changed. Any change to these Terms shall be effective as to any visitor who has visited the Platform before the change was made. It is the obligation of users of the Platform before the change to learn of changes to the Terms since their last visit. Fetchvana

may suspend or terminate your account and/or your ability to use the Platform for any failure to comply with these Terms, for providing Fetchvana with untrue or inaccurate information about yourself, for infringement of Fetchvana's proprietary rights, or for any other reason whatsoever or for no reason.

15. Assignment.

You may not transfer or assign any of your rights or obligations hereunder to any other party in any manner (by assignment, operation of law, or otherwise) unless you have obtained prior written consent from Fetchvana. If you attempt to transfer or assign any of your rights or obligations hereunder without Fetchvana's prior written consent, the transfer or assignment will be ineffective, null, and void (and you will be in material breach of these Terms).

16. Dispute Resolution.

Any dispute arising out of these Terms shall be resolved exclusively through final and binding arbitration conducted by the American Arbitration Association (the "AAA"). Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow these Terms, as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability and the scope or enforceability of this agreement to arbitrate shall be for a court of competent jurisdiction to decide. Arbitration shall take place in Philadelphia, Pennsylvania, unless Fetchvana elects otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the Commonwealth of Pennsylvania. The arbitrator shall not be bound by rulings in prior arbitrations involving different Fetchvana users, but is bound by rulings in prior arbitrations involving the same Fetchvana user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this agreement to arbitrate. If the value of the relief sought is \$10,000 or less, at your request, Fetchvana will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by Fetchvana should be submitted by mail to the AAA along with your demand for arbitration and Fetchvana will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, Fetchvana will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the costs of accessing arbitration from being prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Fetchvana for all fees associated with the arbitration paid by Fetchvana on your behalf that you otherwise would be obligated to pay under the AAA's rules. If an arbitrator or court decides that any part of this agreement to arbitrate is invalid or unenforceable, the other parts of this agreement to arbitrate shall still apply.

You can choose to reject this agreement to arbitrate by mailing Fetchvana a written opt-out notice ("Opt-Out Notice"). The Opt-Out Notice must be postmarked no later than thirty days after the date you accept these Terms for the first time. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street number and address, city, state, and zip code), phone number, and the email address used to log in to the Fetchvana account 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 agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of these Terms will continue to apply. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with Fetchvana.

17. Miscellaneous.

The Platform is controlled and operated from within the United States. Without limiting anything else, Fetchvana makes no representation that the Platform, Platform Materials, User Content, Services, products, information, and other materials available on, in, or through the Platform are appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose

to access the Platform from other locations do so on their own volition and are responsible for compliance with applicable laws. The waiver or failure of Fetchvana to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms. Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms. No person or entity not party to this agreement will be deemed to be a third party beneficiary of these Terms or any provision hereof. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.”

Dated: [DATE UPLOADED]