

Terms of Service

Effective: January 1, 2026

1. Acceptance of Terms; Modifications.

These Terms of Service (the “**Terms**”) are a binding legal agreement between you and Alpha Canis & Friends, a company incorporated under the laws of the District of Columbia with a registered office at 516 Eastern Avenue NE, Washington, DC 20019 (“**ACF**,” “**we**,” “**us**” and “**our**”). The Terms govern your use of our software applications and services for pet owners and ACF to find each other, communicate with each other, and arrange for the provision of pet care services, and any other services or products we may offer from time to time (collectively, our “**ACF Service**”). The Terms govern all use of the ACF Service, whether you access it from our website at <https://www.alphaicanisfriends.net> (including any subdomain or localized version) (the “**Site**”), our mobile applications and mobile websites, our social media application, our online or phone support offerings, or any other access point we make available to you. Our Cancellation Policy, and other Policies applicable to your use of the ACF Service are incorporated by reference into these Terms of Service. BY AGREEING TO THESE TERMS DURING THE ACCOUNT SIGN-UP PROCESS OR ACCESSING OR USING THE ACF SERVICE WITHOUT AN ACCOUNT, 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 THE ACF SERVICE.

You understand and agree that we may change the Terms from time to time, and that any such changes will be effective (except as otherwise described below) when we post the modified Terms on the ACF Service, unless otherwise required by applicable law. Your continued access and use of the ACF Service after we post the modified Terms will constitute your consent to be bound by the modified Terms.

2. ACF Service.

2.1 Bookings. Pet Owners and ACF transact with each other on the ACF Service when they both agree to a “booking” that specifies the fees, time period, cancellation policy, and other terms for provision of Pet Care Services via the booking mechanism provided on the ACF Service (a “**Booking**”). A Booking may be initiated by either ACF or a Pet Owner by selecting the type(s) of Pet Care Services to be provided and then following the prompts that appear on-screen. If you are a Pet Owner and you initiate a Booking, you agree to pay for the Pet Care Services described in the Booking when you click “Schedule Appointment.” If you are a Pet Owner and ACF initiates a Booking, you agree to pay for the Pet Care Services described in the Booking when you click “Place Order and Pay.” All requests are subject to acceptance by ACF. ACF is not obligated to accept your (or any) request and may, at their discretion, decline for any reason. Once you complete a Booking, you agree to honor the price and other terms of that Booking, as acknowledged in the Booking confirmation.

2.2 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 ACF, and agree that we may charge your credit card or other payment method, for any additional costs and expenses we incur as a result of your failure to retrieve your pet at the end of the service period agreed in a Booking.

2.3 Abandoned Pets; Re-homing. Pet Owners who arrange for Pet Care Services and fail to retrieve their pet after the service period identified in a Booking agree that ACF may, in its sole discretion, place the pet in foster care, transfer care to animal control or other law enforcement authorities, or find other alternate care. Pet Owner agrees to reimburse ACF for all costs and expenses associated with such actions. Further, ACF expressly reserves the right, in its sole discretion, to remove a Pet Owner's pet from its care should ACF deem it necessary for the safety of a pet, ACF staff, or any persons living with ACF. Prior to removing a pet from the care of ACF, ACF will use reasonable efforts during its normal business hours to contact the Pet Owner and/or the Pet Owner's emergency contact (if provided) to arrange alternative care. Should ACF not be able to contact the Pet Owner or the emergency contact, ACF will use its best judgment to find alternative care for the pet until the Pet Owner is able to retrieve his/her pet. If you are a Pet Owner, you authorize your pet's veterinarian(s) to release your pet's veterinary records to ACF 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 ACF in connection with such transfer.

2.4 Emergencies. We recommend that Pet Owners give ACF contact information where they can be reached in the event medical care for a pet becomes necessary, and to provide an emergency contact who has consented to the disclosure of their information. ACF agrees to immediately contact Pet Owners in the event such care becomes necessary or, if the Pet Owner is not available, to contact their emergency contact. If you are a Pet Owner, you hereby authorize ACF or your emergency contact 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 a case, you also authorize your pet's veterinarian(s) to release your pet's veterinary records to ACF. You release the ACF for any injury, damage or liability arising from the provision of emergency care or the failure to seek such care pursuant to this section. Pet Owners are responsible for the costs of any such medical treatment for pets and, if you are a Pet Owner, you hereby authorize ACF to charge your credit card or other payment method for such costs. ACF recommends that all users have adequate pet insurance to cover the costs of veterinary care.

2.5 Suspension and Termination. You understand and agree that we have no obligation to provide the ACF Service in any specific location, nor to continue providing it once we have begun. We reserve the right to suspend or terminate your access to the ACF Service: (1) if in our discretion your conduct on the Site is inappropriate, unsafe, dishonest, or in breach of these Terms; or (2) if necessary in our discretion to protect ACF, its users, pets, or the public. You may suspend or terminate your use of the ACF Service at any time and for any reason. If you wish to deactivate your account, please contact ACF. Note that if you have any outstanding payment obligations, those will survive suspension or termination of your account.

3. Phone, Text and Mobile Communications.

3.1 Consent to Text Messages and Other Communications. You consent to receive from or on behalf of ACF communications containing service-related information (including technical notices, updates, security alerts and support and administrative messages), and/or sales, marketing, or advertising messages, by autodialed, prerecorded, or artificial voice calls or SMS, text messages, email, over-the-top messaging platforms (such as WhatsApp), and other electronic means, at any phone number or email address you provide in connection with your account, even if your phone number is on the national or any state's do-not-call registry. Your

carrier's normal messaging, data and other rates and fees may apply to these communications. You are not required to provide this consent to receive autodialed sales, marketing, or advertising messages as a condition of purchasing anything or using the ACF Service, and you may opt-out of receiving such messages at any time as described in our Privacy Statement (though you may continue to receive messages while ACF processes your request).

3.2 Phone Number Changes. In the event you deactivate a mobile phone number provided to us, you agree to update your ACF account information promptly to ensure that messages are not sent to the person who acquires your old number.

4. Fees & Payment.

4.1 Currency. All fees, deductible amounts and other payments referenced on, or charged through, the ACF Service are listed and payable in USD.

4.2 Fees for Pet Owners. Pet Owners may purchase Pet Care Services from ACF by completing a Booking as described in Section 2.1. If you are a Pet Owner, you enter into a transaction with ACF when you schedule a Booking, and you agree to pay the total amount indicated in the Booking, including applicable taxes.

4.3 Cancellations & Refunds.

- *Cancellations by ACF.* If ACF 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.
- *Cancellations by Pet Owner.* If a Pet Owner cancels a Booking at least 48 hours prior to the service period specified in a Booking, ACF will provide a full refund. If a Pet Owner cancels a Booking less than 48 hours prior to the service period, they have two options. 1) Be refunded 50% of their payment, or 2) Have their payment credited to a future booking. Refunds can take up to 10 business days depending on the various processing times for the payment method used.
- *General Terms for Cancellations.* If you wish to cancel a Booking, you should use the mechanisms available through the ACF Service to do so. For purposes of the policies and terms in this Section 4.3, the date of cancellation is the date that a user cancels through the ACF Service, regardless of any separate communications between users outside of the ACF Service.

5. Certification of Compliance with Applicable Law.

By accessing and using the ACF Service, you certify that you: (1) are at least 18 years of age or the age of majority in your jurisdiction, whichever is higher, and (2) will comply with all laws and regulations applicable to your activities conducted through, or related to, the ACF Service. For Pet Owners, this means, among other things, that you will ensure that your pets are vaccinated, licensed, identification-tagged and/or microchipped as required by local laws or regulations; that you have obtained and will maintain any mandatory insurance policies concerning the pets whose care you entrust to ACF (and that such policies will benefit third parties, including ACF, to the same extent they benefit you).

6. Indemnity.

TO THE MAXIMUM EXTENT PERMITTED UNDER ANY APPLICABLE LAW AND EXCEPT AS OTHERWISE PROHIBITED BY APPLICABLE LAW, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD ACF HARMLESS FROM AND

AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, EXPENSES, DAMAGES AND/OR LIABILITIES, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS, THAT ARE IN ANY WAY RELATED TO YOUR: (1) transactions and interactions, online or offline, with other users ACF; (2) breach of these Terms; (3) disputes with other users of ACF; (4) your misstatements, misrepresentations, or violation of applicable law; (5) property damage or personal injury to third parties caused by your pet; (6) Your Content; or (7) your use of any Background Check or Identify Verification information in violation of any applicable law. YOU FURTHER AGREE THAT YOU WILL COOPERATE WITH US IN THE DEFENSE OF SUCH CLAIMS. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION UNDER THIS SECTION, AND YOU WILL NOT SETTLE ANY SUCH CLAIM OR MATTER WITHOUT OUR ADVANCE WRITTEN CONSENT.

7. Intellectual Property.

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

8. Limitation of Liability.

8.1 Limit on Our Liability to You. PET OWNERS WAIVE CLAIMS AGAINST ACF, EXCEPT IN CASES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL ACF'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM OR RELATING TO THE ACF SERVICE OR THESE TERMS EXCEED THE AMOUNTS PAID BY YOU TO ACF DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO LIABILITY OR, IF YOU HAVE NOT PAID ACF FOR THE USE OF ANY SERVICES, THE AMOUNT OF \$100.00 USD.

8.2 Exclusion of Certain Types of Damages. To the maximum extent permitted under applicable law, in no event will ACF be liable to you for any indirect, special, incidental, or consequential damages, including travel expenses, or for any business losses, or loss of profit, revenue, contracts, data, goodwill or other similar losses or expenses that arise out of or relate to the use of or inability to use the ACF Service, including without limitation damages related to any information received from the ACF Service, removal of your profile information or review (or other content) from the ACF Service, any suspension or termination of your access to the ACF Service, or any failure, error, omission, interruption, defect, delay in operation or transmission of the ACF 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.

8.3 No Liability for non-ACF Actions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ACF 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 ACF SERVICE, INCLUDING WITHOUT LIMITATION, PROPERTY

DAMAGE, THEFT, BODILY INJURY, DEATH, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM RELIANCE ON INFORMATION OR CONTENT POSTED ON OR TRANSMITTED THROUGH THE ACF SERVICE OR THIRD-PARTY SERVICES, OR FOR ANY INTERACTIONS WITH OTHER USERS OF THE ACF SERVICE, WHETHER ONLINE OR OFFLINE. IN NO EVENT WILL ACF BE LIABLE FOR DIRECT OR INDIRECT CONSEQUENCES OF A PET OWNER FAILING TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

9. Force Majeure.

ACF shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, natural disasters, earthquakes, hurricanes, wildfires, floods, war, terrorism, riots, embargoes, fires, accidents, pandemics, disease, strikes, or other similar disasters. Also, in such an event, the cancellation policies described in Section 4.3 may not apply and ACF may, in its reasonable discretion, issue refunds under terms that vary from the cancellation policy.

10. Miscellaneous.

Nothing in these Terms will be construed as making either party the partner, joint venturer, agent, legal representative, employer, worker, or employee of the other. Neither party will have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that will be binding on the other, except as provided for herein or authorized in writing by the party to be bound. The invalidity, illegality or unenforceability of any term or provision of these Terms will in no way affect the validity, legality or enforceability of any other term or provision of these Terms. In the event a term or provision is determined to be invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and these Terms will be enforceable as so modified. To the maximum extent possible under applicable local law, this Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto. These Terms will continue to apply even after your relationship with ACF ends.