

# Service Agreement

**Howdy, y'all! Welcome to Bue Fraw!**

These terms and conditions (the "Service Agreement") govern your ("you" or "your") access to and use of the BUE FRAW family of websites - Buefrawdazzel, Inc. and its affiliates and subsidiaries (collectively, "BUE FRAW", "we", "our" or "us"). The Service Agreement apply to all BUE FRAW websites that link to this Policy, including [www.buefraw.com](http://www.buefraw.com), and [buefrawdazzel.com](http://buefrawdazzel.com) (together with any other BUE FRAW websites, the "Sites") as well as to any downloadable applications that BUE FRAW makes available (the "Apps" and, together with the Sites, the "Platforms"), and all services provided by BUE FRAW via the Sites, including without limitation, our monthly subscription, product and gift services (collectively, the "Services")

**THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

**BY ACCESSING OR USING THE PLATFORMS (AS DEFINED BELOW), YOU ACCEPT AND AGREE TO BE BOUND BY THE SERVICE AGREEMENT (INCLUDING THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER SET FORTH HEREIN, PURSUANT TO WHICH YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION (EXCEPT AS OTHERWISE PROVIDED HEREIN) AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION) AND OUR PRIVACY POLICY, AND YOU REPRESENT THAT (A) YOUR ACCESS TO AND USE OF THE DIGITAL PLATFORMS WILL BE IN ACCORDANCE WITH THE SERVICE AGREEMENT AND ALL APPLICABLE LAWS, RULES AND REGULATIONS AND (B) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING CONTRACT.**

If you do not agree to the Service Agreement and the Privacy Policy found on [www.buefraw.com](http://www.buefraw.com), you may not access or otherwise use the Platform(s).

We reserve the right to change the Service Agreement from time to time for any reason, which shall be effected by posting of the updated Service Agreement to our Platforms; provided that such changes shall not apply to any fee-bearing subscriptions to the Services which are then in effect until the expiration or termination of such subscription. The Service Agreement apply to all BUE FRAW's services and features unless otherwise indicated.

PLEASE READ THE SERVICE AGREEMENT CAREFULLY, AS THEY CREATE A BINDING CONTRACT BETWEEN YOU AND BUE FRAW. FURTHER, THE SERVICE AGREEMENT CONTAIN AN AGREEMENT TO ARBITRATE, WHICH REQUIRES THAT YOU AND BUE FRAW ARBITRATE CERTAIN CLAIMS BY BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT AND LIMITS CLASS ACTION CLAIMS, UNLESS YOU OPT OUT OF THE AGREEMENT TO

ARBITRATE AS DESCRIBED IN THE  
ARBITRATION AGREEMENT (“ENFORCEMENT -  
AGREEMENT TO ARBITRATE”).

BUE FRAW provides a subscription service for monthly delivery of canine-related and feline-related products for your dog/cat or as a gift to other dog/cat owners. Access to the Platforms, use of the Services, and purchase of the Products is subject to these Service Agreement and the BUE FRAW Privacy Policy available on the [www.buefraw.com](http://www.buefraw.com).

### ● **Agreement of Terms**

By using the Platforms or subscribing to our Services, you indicate your unconditional agreement of the following Service Agreement. Please read them carefully, as they may have changed since your last visit. The most recent version of the Service Agreement may be viewed at [buefraw.com/terms-of-service](http://buefraw.com/terms-of-service).

### ● **Scope of Service**

BUE FRAW maintains the Platforms as a service to the users who visit the Platforms subject to these Scope of

Service. You are responsible for obtaining any equipment and Internet service necessary to access the Platforms and for paying any fees for the equipment and service you select. We may alter, suspend, or discontinue the Platforms, or the Services in whole or in part, at any time and for any reason, without notice. We may restrict access to portions of our Platforms and/or Services, for some or all users, from time to time. The Platforms may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons.

## ● **Material**

Users have a personal, non-transferable, non-exclusive right to access and use the Material of these Platforms subject to these Service Agreement. The term “Material” means all information, text, images, data, links, software, or other material accessible through the Platforms, or Services, whether created by us or provided by another person for display on the Platforms, or through the Services.

The Material may contain typographical errors, other inadvertent errors or inaccuracies. We reserve the right to

make changes to document names and content, descriptions or specifications of products or services, or other information without obligation to issue any notice of such changes.

You may view, copy, download, and print Material that is available on this website or through the Services, subject to the following conditions:

The Material may be used solely for internal informational purposes. No part of this website or its Material may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose.

The Material shall not be modified.

Copyright, trademark, and other proprietary notices may not be removed.

Nothing contained on the Platforms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Platforms or any Material displayed on the Platforms, through the use of framing or otherwise, except: (a) as expressly permitted by these terms of use; or (b) with our prior written permission or the permission of such third party that may own the

trademark or copyright of material displayed on the Platforms.

## ● **Enrollment and Subscription Income**

a. Enrollment. Certain of our Services are reserved for registered users. In order to become a registered user (each, a “Client”), we will ask you to complete a registration form and provide a user name or email and create a password (“Login Credentials”). During any such registration, you are required to give truthful contact information (such as name and email address) in accordance with these Service Agreement. Certain Services may also require additional information, such as credit card information and information about your dog/cat. You are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs on your account (including without limitation financial obligations). You agree to notify us immediately if you believe that your Login Credentials have been or may be used without your permission so that appropriate action can be taken. We are not responsible for losses or damage caused by

your failure to safeguard your Login Credentials. For your convenience as a BUE FRAW user or subscriber, all information that you provide to BUE FRAW is subject to BUE FRAW'S Privacy Policy. You are responsible for keeping your registration information up to date through your account page, to the extent such feature is made available on the Platforms for the applicable Service.

b. Acknowledgement to Receive Email or Push Notifications. In order to start your ongoing monthly subscription, you must register as a member on the applicable Platform. To register, you can simply provide information about your dog including its size (for optimal box selection), your shipping information including your address and billing information, and your valid email address and password to create your login profile. All information that you provide to BUE FRAW, including your credit card information, is subject to BUE FRAW's Privacy Policy. You are responsible for keeping your registration information up to date through the account page on the Platforms.

As a registered user of BUE FRAW, you agree to receive emails promoting any special offer(s), including third



party offers. We may from time to time send you push notifications or email messages with information about upcoming events, or information about our service offerings from us and our partners monthly newsletter. You may opt-out from receiving correspondence from us special promotions or our newsletter by you may opt out of receiving them by clicking on the "unsubscribe" link in any promotional email.

### ● **Monthly Furry Box Service**

a. Ordering. Clients may from time to time order products through certain of the Platforms, including through one-time purchases (in the case of [www.buefraw.com](http://www.buefraw.com)) or through monthly subscriptions. We or a third-party shipping company will ship such products to the address you provide in the course of ordering such products. You shall be responsible for shipping costs unless otherwise provided on the Platform with respect to your order.

b. Subscription Product Selection. If you choose to register with BUE FRAW, the selection of items that may be included in your dog's/cat's monthly delivery is subject to change. Accordingly, BUE FRAW cannot

guarantee that a selection available in a particular timeframe will be available in any subsequent timeframe.

As a subscribed BUE FRAW member, each month we will ship you a package with a different selection of items for your dog/cat that may consist of a selection from toys, treats, shampoos, bones, dental chews, hygiene products, food samples, or other canine-related and feline-related items (“Products”). Each month of your subscription, the selection of Products may change. Accordingly, BUE FRAW cannot guarantee that a selection available in a particular timeframe will be available in any subsequent timeframe.

**BY SUBSCRIBING YOU AGREE TO PAY THE MONTHLY SUBSCRIPTION FEE FOR THE PRODUCTS THAT ARE SUPPLIED EACH MONTH.**

### **● Invoicing and Payments**

We may make the Services available, including monthly BUE FRAW subscriptions, for free or for a fee from time to time. We reserve the right to change our fee structure at any time, except for the subscription fees applicable to

any then-current fee-bearing subscription period. We also reserve the right to initiate special incentive pricing, membership and other programs, which may be limited, at our sole discretion, to defined and limited existing users or new users. If you purchase any Services that we offer for a fee, either on a one-time or subscription basis, you agree to pay BUE FRAW directly or via its third party payment processing service provider. You also agree to pay the applicable fees for such Services (including, without limitation, periodic fees for subscriptions) as they become due plus all related taxes.

The price of the Services and/or goods is payable in full before delivery. We accept the following credit cards at this time: Visa, MasterCard, American Express, Discover, Apple Pay and PayPal.

### ● **Furry Box - Subscription Renewals**

You will automatically be charged each month for your ongoing subscription. IF YOU HAVE COMMITTED TO A SUBSCRIPTION PLAN LASTING LONGER THAN ONE MONTH (I.E., 6 OR 12 MONTH PLANS), YOU WILL AUTOMATICALLY BE CHARGED EACH MONTH DURING THAT SUBSCRIPTION

PERIOD, EVEN IF YOU HAVE CANCELLED YOUR SUBSCRIPTION PRIOR TO THE END OF THAT SUBSCRIPTION PERIOD. FURTHER, YOUR SUBSCRIPTION TO SUCH SERVICE WILL CONTINUE UNTIL YOU CANCEL AND, IF YOU CANCEL YOUR MEMBERSHIP BEFORE THE END OF AN EXISTING SUBSCRIPTION PERIOD, YOU WILL BE CHARGED FOR THE REMAINDER OF THAT SUBSCRIPTION PERIOD. To cancel, you must login and cancel the subscription on the Platform applicable to such Service by the first day of the month following the end of your then-current subscription period, or contact our Furry team at [furryteam@buefraw.com](mailto:furryteam@buefraw.com) or our [www.buefraw.com](http://www.buefraw.com) . YOUR SUBSCRIPTION WILL CONTINUE UNTIL YOU CANCEL AND, IF YOU DO NOT CANCEL YOUR MEMBERSHIP PRIOR TO THE FIRST DAY OF THE MONTH FOLLOWING THE END OF A SUBSCRIPTION PERIOD, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR A NEW SUBSCRIPTION PERIOD OF THE SAME AMOUNT OF TIME. Every cancellation requests received after the first day of the calendar month following a subscription period will apply to the following subscription period.

Bue Fraw may refuse to renew any subscription in our sole discretion.

## ● Fees

You agree that BUE FRAW may charge your payment method for any services, subscriptions or products you purchase and for any additional amounts (including any taxes, including local sales tax and late fees, as applicable) that may be accrued by or in connection with your account associated with your Login Credentials.

**YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING BUE FRAW WITH A VALID PAYMENT METHOD FOR PAYMENT OF ALL FEES THROUGH ONE OF THE METHODS THAT WE LIST ON THE SHIPPING, RETURN AND EXCHANGE POLICY FOR THE PLATFORM APPLICABLE TO SUCH SERVICE, SUBSCRIPTION OR PRODUCT FROM TIME TO TIME.** You may be charged, and you agree to pay, local sales tax if applicable.

Prices for the products and services offered via the Platforms may change at any time, and we do not provide price protection or refunds in the event of a price reduction or promotional offering. For your convenience and continuous subscription benefits as a member, if your payment method reaches its expiration date and you do not edit your credit card information or cancel your account, you authorize us to continue billing that credit card on file including extending the expiration date until we are notified by you or the credit card company that the account is no longer valid. We encourage you to constantly update your payment method information or cancel your account should you wish to discontinue your monthly purchase of products.

We use a third party payment service in lieu of directly processing your credit card information. By submitting your credit card information, you grant BUE FRAW the right to store and process your information with the third party payment service, which it may change from time to time; you agree that BUE FRAW will not be responsible for any failures of the third party to adequately protect such information. All financial matters regarding your information are subject to the conditions of the third party payment service provider's terms of service and

privacy policies. You acknowledge that we may change the third party payment service and move your information to other service providers that encrypt your information using secure socket layer technology (SSL) or other comparable security technology.

### ● **Delivery and Liability**

Unless otherwise indicated at the time of your purchase, shipping and handling fees are included with your order. Shipping dates and/or arrival times are only estimates. For loss/damage claims, you must notify BUE FRAW within 14 days of the date of your purchase if you believe all or part of your order is missing or damaged.

Replacement of Products and credits to your account for shipped merchandise claimed as not received are subject to our investigation, which may include postal-service notification. We will adjust your account at our discretion. Repeated claims of undelivered merchandise may result in the cancellation of your membership.

### ● **Global Access**

The Platforms may be accessed from countries other than the United States. The Platforms, and the Services

contain products or references to products that are only available within the United States and U.S. territories. Any such references do not imply that such products will be made available outside the United States. If you access and use the Platforms outside the United States you are responsible for complying with your local laws and regulations.

## ● Order and Subscription Cancellations

Bue Fraw is working hard to make your subscription satisfying; however, you may cancel your ongoing membership through the account page on the Sites or by contacting our FURRY team at [furryteam@buefraw.com](mailto:furryteam@buefraw.com). You must update your account by the first day of the month following the end of your then-current subscription period.

YOUR SUBSCRIPTION IS CONTINUOUS UNTIL YOU CANCEL AND, IF YOU CANCEL YOUR MEMBERSHIP BEFORE THE END OF AN EXISTING SUBSCRIPTION PERIOD, YOU WILL BE CHARGED FOR THE REMAINDER OF THAT SUBSCRIPTION PERIOD.



YOUR SUBSCRIPTION WILL CONTINUE UNTIL YOU CANCEL AND, IF YOU DO NOT CANCEL YOUR MEMBERSHIP PRIOR TO THE FIRST DAY OF THE MONTH FOLLOWING THE END OF A SUBSCRIPTION PERIOD, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR A NEW SUBSCRIPTION PERIOD OF THE SAME AMOUNT OF TIME.

All cancellation requests received after the first day of the calendar month following a Subscription Period will apply to the following Subscription Period.

We may terminate your membership, without notice, for conduct we believe violates these Terms of Service or our policies, is harmful to our business interests, or for an inactive account.

## ● User - Generated Content

a. Offered Content. Certain BUE FRAW Platforms and Services enable users to upload additional information which can be made accessible to other users and/or the general public. You are solely responsible for any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical

works, works of authorship, applications, links and other content or materials (collectively, “User - Generated Content”) that you submit, use, display or share on or via the Platforms. You must not submit, upload, post, display or share any User - Generated Content that you do not have the right to copy, use or share for the purpose of your use of the Platforms.

b. Ownership of the User - Generated Content. BUE FRAW does not claim ownership of any User - Generated Content. By submitting such User - Generated Content, however, you hereby grant BUE FRAW the right to copy, store and make that User - Generated Content available to other users in connection with your use of our Platforms and our Services, and to otherwise use such User - Generated Content online (including web, mobile and email) and in print, film and broadcast media. When you make available the User - Generated Content to users of our Platforms or Services, you provide all such recipients a worldwide, royalty-free, perpetual, irrevocable, non-exclusive license to use such User - Generated Content. This license shall remain in effect until we delete the User - Generated Content from our systems.

c. User Representations. You represent and warrant that: (i) you own the User - Generated Content submitted and used by you on or through the Platforms or otherwise have the right to grant the rights and licenses set forth in these Service Agreement; (ii) the submission and use of your User - Generated Content on or through the Platforms does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) the User - Generated Content you provide will not contain libelous or otherwise unlawful, abusive or obscene materials; (iv) you agree to pay for all royalties, fees, and any other monies owed by reason of User - Generated Content you submit or use on or through the Platforms; (v) BUE FRAW will be entitled to use any User - Generated Content, as permitted herein, without incurring obligations of confidentiality, attribution or compensation to you; and (vi) you have the legal right and capacity to enter into these Service Agreement in your jurisdiction.

d. Required Disclosures. You acknowledge and agree that BUE FRAW may store and/or preserve User - Generated Content and may also disclose User -

Generated Content and/or other information provided by you if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of these Service Agreement; (c) respond to claims that any User - Generated Content violates the rights of third-parties in accordance with these Service Agreement; and/or (d) protect the rights, property, or personal safety of BUE FRAW, its representatives and/or agents, its users or the public.

e. Accuracy: You may use this Website (but not subscribe to our Services) without volunteering personally identifiable information. Please refer to our Privacy Policy for additional information on our practices for handling personally identifiable information. However, if you choose to provide information to register for or participate in a service, event, or promotion on the Platforms or to use our Services, you agree that you will provide accurate, complete, and up to date information as requested on the screens that collect information from you.

f. Liability: We are not responsible or liable for the conduct of users or for any views, opinions and

statements expressed in User - Generated Content submitted for public display through the Platforms, such as through an online discussion forum or chat room. We do not prescreen information posted to online discussion forums or chat rooms, if any. With respect to such forums and chat rooms, we are acting as a passive conduit for such distribution and are not responsible for User - Generated Content. Any opinions, advice, statements, services, offers, or other information in User - Generated Content expressed or made available by users of an online discussion forum or chat room are those of the respective author(s) or distributor(s) and not of BUE FRAW. We neither endorse nor guarantee the accuracy, completeness, or usefulness of any such User - Generated Content. You are responsible for ensuring that User - Generated Content submitted to the Platforms is not provided in violation of any copyright, trade secret or other intellectual property rights of another person or entity. You shall be solely liable for any damages resulting from any infringement of copyrights, trade secret, or other intellectual property rights, or any other harm resulting from your uploading, posting or submission of User - Generated Content to the Platforms.

g. Monitoring: We have the right, but not the obligation, to monitor Content submitted to our Platforms through an online discussion forum or chat room, to determine compliance with these Terms of Service and any other applicable rules that we may establish. We have the right in our sole discretion to edit or remove any material submitted to or posted in any online discussion forum or chat room provided through these Platforms. Without limiting the foregoing, we have the right to remove any material that BUE FRAW, in its sole discretion, finds to be in violation of these Service Agreement or otherwise objectionable, and you are solely responsible for the Content that you post to the Platforms.

h. Lobbying: Federal law restricts lobbying activities by tax-exempt organizations. “Lobbying” includes certain activities intended to influence legislation. User - Generated Content posted by users does not constitute lobbying by BUE FRAW, but may constitute lobbying by you or an organization that you represent. You are responsible for complying with any applicable lobbying restrictions.

## ● Restricted Content

By accessing the Platforms or any chat room, online discussion forum, or other service provided through our Platforms, you agree to abide by the following standards of conduct. You agree that you will not, and will not authorize or facilitate any attempt by another person to use our Platforms or any related chat room or online discussion forum to:

Transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by BUE FRAW.

Use a name or language that BUE FRAW, in its sole discretion, deems offensive.

Post defamatory statements.

Post hateful or racially or ethnically objectionable Content.

Post Content which infringes another's copyright, trademark or trade secret.

Post unsolicited advertising or unlawfully promote products or services.

Harass, threaten or intentionally embarrass or cause distress to another person or entity.

Impersonate another person.

Promote, solicit, or participate in any multi-level marketing or pyramid schemes.

Exploit children under 18 years of age.

Engage in disruptive activity such as sending multiple messages in an effort to monopolize the forum.

Introduce viruses, worms, Trojan horses and/or harmful code to the Website.

Obtain unauthorized access to any computer system through the Website.

Invade the privacy of any person, including but not limited to posting personally identifying or otherwise private information about a person without their consent (or their parent's consent in the case of a child under 13 years of age).

Solicit personal information from children under 13 years of age.



Violate any federal, state, local, or international law or regulation.

Encourage conduct that would constitute a criminal or civil offense.

## ● **Minors**

BUE FRAW services are available only to, and may only be used by, individuals who are 18 years and older who can form legally binding contracts under applicable law. People under the age of 18 can use this service only in conjunction with and under the supervision of a parent or legal guardian. In this case, the adult is the user and is responsible for any and all activities, subscribers and purchasers.

## ● **Intellectual Property Rights**

Unless otherwise noted, all Content contained on the Platforms is the property of BUE FRAW and/or its affiliates or licensors, and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. Product names are trademarks or registered trademarks of their respective owners.

Unless otherwise noted, all information, text, images, audio, video, data, links, software, or other material which is not posted, uploaded or otherwise provided by you (“BUE FRAW Content”) is the property of BUE FRAW or its licensors (who may be other users of our Services). BUE FRAW Content is protected by copyright, trademark, patent, trade secret and other rights of BUE FRAW and its licensors, and, as between you and BUE FRAW, BUE FRAW retains all rights in the BUE FRAW Content, the Services and the Platforms, provided that, you have a non-transferable, non-sublicensable, non-exclusive, revocable, and limited right to access and use the Services, the Platforms and BUE FRAW Content solely for your use of the Services, subject to these Terms of Service.

Proprietary Markings; No Other Licenses. You shall not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying BUE FRAW Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the BUE FRAW Content. Nothing contained on our Platforms or the Services should be construed as

granting, by implication, estoppel, or otherwise, any license or right to use our Services, Platforms or BUE FRAW Content or trademarks, through the use of framing or otherwise, except: (a) as expressly permitted by these Service Agreement; or (b) with our prior written permission or the permission of such third party that may own the trademark or copyright of material displayed on our Platforms. The service marks and trademarks of BUE FRAW, including without limitation “FURRY Box,” and the logos, service marks and trademarks used and owned by BUE FRAW and Bue Fraw dazzel, Inc. Any other trademarks, service marks, logos and/or trade names appearing via the Platforms are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

You may view, copy, download, and print BUE FRAW Content that is made available to you on our Platforms or through our Services, subject to the following conditions: You may only use the BUE FRAW Content for your internal informational purposes in compliance with all laws and regulations that apply to you. You may not resell or use the Services to provide services to any third party. You may not reproduce or transmit any part of our

Services or the BUE FRAW Content in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose. You may not modify, alter, or prepare derivative works based on the BUE FRAW Content, or distribute copies of or publicly distribute, perform or display the BUE FRAW Content, including without limitation by posting the BUE FRAW Content on any network computer or distributing the BUE FRAW Content on or in any media, except as we may permit on a case-by-case basis. III. You may not remove copyright, trademark, and other proprietary notices from the BUE FRAW Content. Nothing contained within our Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use our Services or any BUE FRAW Content displayed on our Platforms, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms of Service; or (b) with BUE FRAW's prior written permission or the permission of the third party that owns the trademark or copyright of the BUE FRAW Content displayed on our Platforms.

We do not claim ownership of User - Generated Content submitted by users without compensation by BUE FRAW and with the expectation that such User -

Generated Content will be made publicly accessible through our Website. By submitting such User - Generated Content, however, you agree to grant us a world-wide, royalty-free, perpetual, irrevocable, non-exclusive license to use, distribute, reproduce, modify, adapt, create derivative works from, and publicly perform or display such User - Generated Content. This license shall remain in effect until we delete the User - Generated Content from our systems.

### ● **Safeguarding**

Once you register to participate in BUE FRAW services on the Platforms, you may be required to establish a login identifier and a password. You are responsible for protecting your login and password from unauthorized use, and you are responsible for all activity that occurs on your account (including without limitation financial obligations). You agree to notify us immediately at [privacy@buefraw.com](mailto:privacy@buefraw.com) if you believe that your login or password has been or may be used without your permission so that appropriate action can be taken. Bue Fraw is not responsible for losses or damage caused by your failure to safeguard your login and password.

## ● Limitation of Liability

**YOU ARE SOLELY RESPONSIBLE FOR DETERMINING IF THE PRODUCTS ARE SUITABLE FOR USE OR CONSUMPTION BY YOUR DOG/CAT. WE ARE NOT ABLE TO PROVIDE ANY ASSURANCES REGARDING ALLERGIES.**

Under no circumstances will we be liable for any loss or damage caused by your use of the Products or your reliance on information in any Content on this Website.

**YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY ARISING FROM OR RELATING IN ANY WAY TO ANY PRODUCT SHALL BE ITS REPLACEMENT OR A CREDIT TOWARDS ANOTHER MONTHLY SHIPMENT, IN BUE FRAW'S DISCRETION.**

**EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL PRODUCTS SUPPLIED, AND ALL TEXT,**

**IMAGES, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THIS WEBSITE ARE PROVIDED “AS IS” AND MAY BE BASED IN PART ON USER - GENERATED CONTENT PROVIDED BY USERS AND THIRD PARTIES, WHICH ARE NOT VERIFIED BY BUE FRAW, AND THAT ANY RESUME OR OTHER CONTENT OBTAINED THROUGH THE USE OF THE SERVICES OR PLATFORMS IS AT YOUR SOLE RISK AND DISCRETION. BUE FRAW AND ITS AFFILIATES AND LICENSORS ARE NOT LIABLE OR RESPONSIBLE FOR ANY RESULTS GENERATED THROUGH THE USE OF THE PLATFORMS, SERVICES OR PRODUCTS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO THE LAWS OF THE STATE OF TEXAS, WE PROVIDE NO WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, BUE FRAW DOES NOT**

**WARRANT THAT: (i) THE INFORMATION AVAILABLE ON THESE PLATFORMS IS TIMELY, ACCURATE, RELIABLE, PRECISE, THOROUGH, CORRECT OR COMPLETE; (ii) THE PRODUCTS OR SERVICES ARE NOT DEFECTIVE; (iii) THE PLATFORMS OR ANY SERVICES, CONTENT, FUNCTIONS, INFORMATION, MATERIALS OR PRODUCTS AVAILABLE THROUGH THE PLATFORMS WILL MEET YOUR REQUIREMENTS OR THAT THE QUALITY OF ANY GOODS, PRODUCTS OR SERVICES AVAILABLE ON THE PLATFORMS WILL MEET YOUR EXPECTATIONS; (iv) THE FUNCTIONS OR SERVICES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR THE DOWNLOADING AND UPLOADING OF CONTENT) PROVIDED BY THIS WEBSITE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (v) DEFECTS WILL BE CORRECTED, OR (vi) THESE PLATFORMS OR THE SERVER(S) THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**



## ● Liability Disclaimer

**IN NO EVENT SHALL BUE FRAW OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AFFILIATES BE LIABLE, WHETHER IN AN ACTION BASED ON A CONTRACT INDEMNIFICATION, OBLIGATION, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), COLLATERALLY OR ARISING FROM ANY STATUTORY DUTY, PRE-CONTRACT OR OTHER REPRESENTATIONS, OR OTHERWISE, HOWEVER ARISING, FOR ANY ECONOMIC LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS, CONTRACTS, SUBSTITUTE GOODS OR SERVICES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS) OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO (A) ANY BREACH OF THIS AGREEMENT, (B) THE USE OF, OR THE INABILITY TO USE, THE PLATFORMS OR THE CONTENT, MATERIALS, INFORMATION, FUNCTIONS OR PRODUCTS AVAILABLE**

**THROUGH THE PLATFORMS, (C) YOUR PROVISION OF INFORMATION VIA THE PLATFORMS; (D) ANY INACCURACY OR OMISSION CONCERNING ANY OF THE INFORMATION PROVIDED ON THE PLATFORMS; (E) ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE PLATFORMS, OR (F) LOST BUSINESS OR LOST SALES, EVEN IF SUCH RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**YOU AGREE BUE FRAW'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS OF SERVICE, THE PLATFORMS, THE SERVICES, THE CONTENT, OR ANY PRODUCT OR SERVICES WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT YOU PAID TO BUE FRAW IN THE THEN-PRIOR CALENDAR MONTH.**

### **● Indemnification**

By using the Platform(s), our Service(s), or Products(s), you agree to indemnify, hold harmless and defend BUE FRAW and its affiliates from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with use of the Platforms, Services, or Products by you or any other person accessing the Platforms using your member login account.

### ● **Limitations**

**SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

### ● **Hyperlinks to External Sites**

This Website may contain links to third party websites that are provided to you as a convenience. Any outside Website accessed from our Website is independent from

BUE FRAW, and we have no control over the content of such Websites. We are not responsible for the content of any linked Website or for any loss or damage incurred in connection with your use such links or dealings with the operators of such third party websites.

In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by BUE FRAW of that third party or of any product or service provided by a third party. Likewise, a link to any third party website does not imply that we endorse or accept any responsibility for the content or use of such a website. BUE FRAW does not endorse, warrant or guarantee any product or service offered by any third party through an online discussion forum or chat room accessible through these Platforms and will not be a party to or in any way monitor any transaction involving any third party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you are responsible for exercising appropriate judgment and caution.

### ● **Furry Box - Termination**

We may terminate any user's monthly subscription or access to our Platforms or Services, including access to any online discussion forum or chat room, in our sole discretion, for any reason and at any time, with or without prior notice. It is our policy to terminate users who violate these Service Agreement, as deemed appropriate in our sole discretion. You agree that we are not liable to you or any third party for any termination of your access to our Platforms or Services. You may terminate your account at any time through the account page on the Platform applicable to that Service, or as otherwise provided on the Platform as updated from time to time. BUE FRAW will have no obligation to provide a refund of any amounts previously paid to BUE FRAW. Upon termination of your account under these Service Agreement, all license rights granted by you to BUE FRAW shall survive termination. Even after your right to use the Services is terminated or suspended, these Service Agreement will remain enforceable against you.

### **● Enforcement - Arbitration Agreement**

These Service Agreement shall be governed and interpreted pursuant to the laws of the Texas, United

States of America, notwithstanding any principles of conflicts of law.

All disputes arising out of or relating to these Terms of Service shall be finally resolved by arbitration conducted in the English language in Texas, TX, U.S.A. under the commercial arbitration rules of the American Arbitration Association. The parties shall appoint as sole arbitrator a retired judge who presided in the State of Texas. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, we shall be entitled to seek injunctive relief, security, or other equitable remedies from federal and state courts located in the State of Texas or any other court of competent jurisdiction. Under no circumstances shall the arbitrator be authorized to award punitive damages, including but not limited to federal or state statutes permitting multiple or punitive damage awards. Any purported award of

punitive or multiple damages shall be beyond the arbitrator's authority, void, and unenforceable.

**BY AGREEING TO THESE TERMS OF SERVICE, YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO HAVE A COURT HEAR CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT, AMONG OTHER WAIVERS OF RIGHTS SET FORTH IN THIS AGREEMENT.**

**ANY CLAIMS BROUGHT BY YOU OR BUE FRAW AND ITS SUBSIDIARIES MUST BE BROUGHT IN THAT PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. NEITHER YOU NOR BUE FRAW WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THE SERVICE AGREEMENT. YOU HEREBY WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIMS RELATED TO THE SERVICE AGREEMENT AND PRIVACY POLICY AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE**

**PROCEEDING. YOU MAY BRING CLAIMS ONLY  
ON YOUR OWN BEHALF.**

You may opt out of this Arbitration Agreement. If you do so, neither you nor BUE FRAW or its Affiliates and Subsidiaries can require the other to participate in an arbitration proceeding. To opt out, you must notify BUE FRAW in writing within thirty (30) days of the date that you first accepted, agreed to or became subject to the Service Agreement containing this arbitration provision. The opt-out notice must state that you do not agree to the Arbitration Agreement and must include your name, address, phone number, your BUE FRAW account to which the opt-out applies and a clear statement that you want to opt out of this Arbitration Agreement. 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. You must use this address to opt out:

**BUE FRAW**

**ATTN: Arbitration Opt-out/General Counsel**

**P.O. BOX 340032**

**LAKEWAY, TX 78734**



Notwithstanding any provision in these Service Agreement to the contrary, you and we agree that if we make any change to the arbitration procedures set forth herein (other than a change to any notice address or website link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against BUE FRAW its Affiliates and Subsidiaries prior to the effective date of the change. Moreover, if we seek to terminate the arbitration procedures from the Service Agreement, such termination shall not be effective until thirty (30) days after the version of the Service Agreement not containing the arbitration procedures is posted to the Platforms, and shall not be effective as to any claim that was filed in a legal proceeding against BUE FRAW and its Affiliates prior to the effective date of removal.

This Arbitration section will survive the termination of your relationship with BUE FRAW.

### ● **Severability**

To the extent you are located in the United States, if any provisions of this Agreement are not permitted by applicable law or regulation, those provisions shall be of

no force or effect as between you and BUE FRAW. If any part of these Service Agreement is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions as between you and BUE FRAW.

### ● Full Agreement

These Service of Agreement constitute the entire agreement between the parties relating to the subject matter herein. We may, at our sole discretion and without notice, revise these terms at any time by updating this posting.

### ● For Additional Information

If you have any questions about the Service Agreement, please contact [privacy@buefraw.com](mailto:privacy@buefraw.com).

Effective: March 28, 2025