

**Terms of Service Agreement  
The Pawfect Plus One, LLC**

**Effective: August 18, 2025**

***PLEASE READ THESE TERMS CAREFULLY.***

**1. Acceptance of Terms & Modifications.**

These Terms of Service (the “Terms”) are a binding legal agreement between you and The Pawfect Plus One, LLC (“The Pawfect Plus One”). The Terms govern all use of The Pawfect Plus One service, whether on or off of the Pet Sitter Plus platform. BY AGREEING TO THESE TERMS DURING THE ACCOUNT SIGN-UP PROCESS OR ACCESSING OR USING THE PAWFECT PLUS ONE 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 PAWFECT PLUS ONE SERVICES.

You understand and agree that we may change the Terms from time to time, and that any such changes will be effective when we post the modified Terms on the Pawfect Plus One Service, unless otherwise required by applicable law. Your continued access and use of Pawfect Plus One Services after we post the modified Terms will constitute your consent to be bound by the modified Terms.

**2. General Disclaimers & Limitations.**

**2.1 Non-Commercial Boarding Disclaimer.** The Pawfect Plus One provides pet sitting, boarding, daycare, and related services in a private, home-based setting. We are not a licensed kennel, commercial boarding facility, or daycare center under the Colorado Pet Animal Care and Facilities Act (PACFA). As such, our services are limited to small-scale, personalized pet care and do not fall under PACFA’s commercial regulations.

**2.2 Limitation of Liability Reference.** For clarity, all services, provisions, and obligations described herein are subject to the Limitation of Liability in Section 12 of these Terms of Service.

**3. Scheduling, Payments, & Reservations.**

**3.1 Booking Requirements.** All scheduling, invoicing, and service requests must be made through [Pet Sitter Plus](#), which processes payments securely via [Stripe](#). By booking with The Pawfect Plus One, you agree to the Terms of Service of both platforms and assume all risks related to their use, including availability, reliability, accuracy, and security. The Pawfect Plus One is not responsible for unauthorized access, technical issues, delays, or errors within Pet Sitter Plus or Stripe. Clients are solely responsible for maintaining the confidentiality of their login credentials, ensuring the accuracy of their profile, and making timely, accurate payments through the system.

**3.2 Disclosure Requirement:** All special handling needs, medications, and care instructions must be disclosed in advance and documented in Pet Sitter Plus. Failure to provide accurate information may result in termination of services without refund.

- 3.3 Meet & Greet.** A 30-minute meet and greet is required before new overnight boarding, daycare, and in-home pet sitting services.
- 3.3.1** Meet and greets are by appointment only.
  - 3.3.2** Meet and greets are \$20 and nonrefundable.
  - 3.3.3** If you book your first service within 48 hours of your meet and greet, the meet and greet fee will be credited toward that service.
  - 3.3.4** Additional or extended meet and greets may be subject to a service fee.
  - 3.3.5** We reserve the right to decline services if the pet's needs or safety and compatibility are not a match for our services during the meet and greet.
- 3.4 Holiday Reservations.** Please understand that holidays are a very busy time for pet sitters and boarding facilities, and we often receive more requests than we can accommodate.
- 3.4.1 Payment Requirement.** All holiday reservations are due in full at the time of booking.
  - 3.4.2 Holiday Fees:** Applicable holiday fees are outlined on our Pet Care, [Add'l Pricing Details](#) page.
  - 3.4.3** Holiday service dates *cannot* be held without *full* payment.
- 3.5 Payments & Card on File.** All clients are required to keep a valid debit or credit card securely stored on file within the Pet Sitter Plus platform. By booking services, you authorize The Pawfect Plus One to charge the card on file for:
- 3.5.1** Deposits and balances for reservations.
  - 3.5.2** Late cancellation fees.
  - 3.5.3** Supplies your pet may need during services (e.g., food, medication, potty pads, leash, collar, harness, cleaning supplies).
- 3.6 Deposits, Cancellations & Changes.**
- 3.6.1 Deposits:** A 50% non-refundable deposit is required at the time of booking for all services to secure service dates. Your reservation is not guaranteed until the deposit has been received.
  - 3.6.2 Meet & Greet and Recurring Walks:** Require at least 24 hours' notice for cancellation. Otherwise, the full rate applies.
  - 3.6.3 Standard Cancellations:** Clients must provide at least 7 days' notice to cancel or make changes. Cancellations made with fewer than 7 days' notice are non-refundable.
    - 3.6.3.1** Bookings made within 14 days of service require full payment at booking.
  - 3.6.4 Traveling Clients:** If you must cancel or change dates, at least 8 days' notice is required. If less than 8 days' notice is provided, the full reservation is non-refundable.

- 3.6.5 Holiday Reservations:** Holiday reservations are non-refundable, as we decline other requests in order to reserve space for your pet(s).
- 3.6.6 Emergencies & Inclement Weather:** Services may be delayed, rescheduled, or canceled due to personal emergencies, extreme weather, natural disasters, public emergencies, or other circumstances beyond The Pawfect Plus One's control. In such cases, deposits and payments will be refunded in full or credited toward future services.
- 3.7 Credit On File.** If adequate notice is given and payment has already been made, the amount will be stored as a credit for future services. Credits are non-transferable and expire after 12 months of inactivity.
- 3.8 Business Hours.** Standard service hours for daycare and overnight boarding are:
- 3.8.1 Overnight Boarding Pick-up & Drop-off:** Sunday – Saturday,  
7:00 AM – 6:00 PM
- 3.8.2 Daycare:** Monday – Friday, 7:00 AM – 6:00 PM
- 3.8.3** If you or your authorized contact cannot pick up your dog(s) at the agreed time, you authorize The Pawfect Plus One to extend services at your expense.
- 3.8.4** Services outside of standard hours may be available by request and are subject to additional fees and caretaker availability. Advance booking is encouraged.
- 3.9 Response Hours.** Texts, calls, and emails are answered 7:00 AM–6:00 PM, Monday–Friday. Messages received outside these hours are addressed the next business day, *unless urgent or related to a current boarding stay.*
- 4. Safety, Health & Liability**
- 4.1 Safety First.** The safety and well-being of all pets in our care is our top priority. We reserve the right to refuse or discontinue services if a pet's behavior, health, or needs create safety risks for themselves, other pets, staff, or the community.
- 4.1.1** Pets must be socialized, accustomed to leashes, and not display aggressive behaviors that endanger people or other animals.
- 4.2 Health & Vaccination Requirements.** Proof of current vaccinations must be uploaded to your Pet Sitter Plus account or provided before services begin. Pets showing signs of illness or parasites at drop-off will be turned away, and no refund will be issued.
- 4.2.1 Required vaccinations and health standards for dogs in boarding & daycare:**
- 4.2.1.1 Rabies (required)**
- 4.2.1.2 Distemper/Parvovirus (DAPP/DHPP) (required)**
- 4.2.1.3 Bordetella (Kennel Cough) (required)**

**4.2.1.4** Canine Influenza (recommended)

**4.2.1.5** Have no signs of illness (coughing, sneezing, vomiting, diarrhea, lethargy, etc.) and must not have been sick within the past 14 days.

**4.2.1.6** Be free of fleas, ticks, and other parasites.

**4.2.1.7** Be up-to-date on flea/tick prevention.

**4.3 Neuter & Spay Policy.**

**4.3.1** Male dogs may remain intact (not neutered) up until two (2) years of age. After two years, male dogs must be neutered to continue receiving services.

**4.3.2** Female dogs Must be spayed by six (6) months of age to be eligible for services.

**4.3.3** Under no circumstances can female dogs in heat be accepted for any service.

**4.3.4** Clients must disclose reproductive status at booking, and documentation may be requested.

**4.3.4.1** The Pawfect Plus One reserves the right to refuse or cancel services if reproductive status presents a risk or if information was not disclosed. No refunds will be issued in such cases.

**4.4 Emergency & Illness Care.** The health and safety of your pet is our top priority. In the event of a medical emergency or serious health concern while your pet is in our care, The Pawfect Plus One will take the following steps:

**4.4.1** Contact you immediately.

**4.4.2** Contact your emergency contact, if you cannot be reached.

**4.4.3** Seek life-preserving treatment if neither you nor your emergency contact is reachable.

**4.4.4** Transport your pet to the nearest available emergency veterinary clinic or your preferred vet (if nearby and open).

**Client Responsibility:**

**4.4.1** You are financially responsible for all veterinary expenses, including diagnostic testing, treatment, hospitalization, and medications.

**4.4.2** You are also responsible for mileage fees incurred for transport to and from the veterinary facility. Standard mileage rates will apply.

**Illness While in Our Care:** If your pet becomes ill during their stay and did not show symptoms upon arrival, The Pawfect Plus One will make the best-informed decision regarding their health and wellbeing. Actions may include:

**4.4.1** Isolating (quarantining) your pet from others to prevent illness spread.

**4.4.2** Transport your pet to your preferred vet (if nearby and open) or to a local vet.

- 4.4.3 Requesting that your pet be picked up early or transferred to an alternative care arrangement better suited for their needs.

**Additional Notes:**

- 4.4.1 No refunds will be issued for pets who become ill during their stay.
- 4.4.2 If veterinary care is deemed necessary, The Pawfect Plus One reserves the right to seek treatment from a licensed veterinarian.
- 4.4.3 All costs, including veterinary treatment, transportation, or additional sanitation measures, are the client's responsibility.
- 4.4.4 Mileage fees for transportation to/from the veterinary facility will be billed at the standard rate.

**Illness after stay:**

- 4.4.1 If your pet shows signs of illness within 72 hours after pickup, you agree to notify The Pawfect Plus One as soon as possible. This helps us ensure the safety and health of all pets in our care.

- 4.5 **Liability.** The Pawfect Plus One will take every reasonable precaution to ensure the safety and health of pets under our care.

**However, we are not liable for:**

- 4.5.1 Illness, injury, or death due to pre-existing conditions or undisclosed health/behavioral issues.
- 4.5.2 Pet-to-pet interactions such as play-related injuries or transmission of communicable illnesses (e.g., kennel cough).
- 4.5.3 Damage or injury caused by pets to property, people, or other animals while in our care.
  - 4.5.3.1 By booking services, clients agree to assume all risks and responsibilities associated with their pet's participation in daycare, boarding, walks, or other services.

- 5. **Safety, Liability, & Client Responsibilities.** This section outlines client responsibilities and liability policies to ensure the safety and well-being of pets, caregivers, and the community.

- 5.1 **Boarding & Daycare Safety & Behavior.** For the safety of all pets and caregivers, The Pawfect Plus One requires that all dog(s):

- 5.1.1 Wear a safety collar and AirTag provided by The Pawfect Plus One during services.
- 5.1.2 Are non-aggressive toward people and other animals.
- 5.1.3 Are house-trained or crate-trained.
- 5.1.4 Are current on vaccinations as recommended by a licensed veterinarian.
- 5.1.5 Have no history of biting or severe behavioral issues.

**If a pet displays aggressive, destructive, or unsafe behavior (e.g., biting, excessive marking, escaping enclosures), we may:**

**5.1.1** End the service immediately,

**5.1.2** Separate or crate the pet for safety, and/or

**5.1.3** Require early pickup.

**5.1.3.1** No refund will be issued, and the client is responsible for any damages caused to property, caregivers, or other animals.

**5.2 Client Responsibilities.**

**5.2.1** Clients remain legally responsible for their pets at all times.

**5.2.2** Clients must provide accurate and up-to-date emergency contact information, veterinary details, and care instructions in Pet Sitter Plus.

**5.2.3** Clients must supply food, medications, and any necessary supplies for their pets unless otherwise arranged.

**5.3 Leash & Behavior Responsibility.** The safety of your pet, our caregivers, and the community is our top priority. All pets must arrive prepared for service with properly fitted collars, harnesses, and secure leashes.

**The Pawfect Plus One is not liable for injuries, damages, or incidents resulting from:**

**5.3.1** A pet escaping due to faulty, improperly fitted, or broken equipment.

**5.3.2** Aggressive behavior or attacks on other animals or people during care.

**5.3.2.1** In such cases, the client assumes full responsibility for all medical costs, veterinary bills, legal actions, or property damage.

**5.3.2.2** We reserve the right to refuse or discontinue services if a pet displays unsafe behavior, aggression, or poses a risk to others.

**5.4 Property Damage at The Pawfect Plus One Premises.** Clients are financially responsible for any damage caused by their pet(s) to The Pawfect Plus One's home, property, vehicles, or belongings. This includes, but is not limited to, damage to furniture, flooring, doors, walls, fencing, crates, bedding, toys, and personal items. Clients are also responsible for costs of professional services required as a result of such damage (e.g., carpet or upholstery cleaning, repair or replacement of damaged property, or pest treatment). The Pawfect Plus One will document damages with photos and provide an invoice for repair, cleaning, or replacement. Payment is due within seven (7) days of invoicing.

**5.5 Property Damage at Client's Premises.** The Pawfect Plus One will exercise reasonable care while providing services in the client's home. However, the client remains financially responsible for any damage caused by their own pet(s) to the client's property during the service period. This includes, but is not limited to, damage to furniture, flooring, doors, walls, landscaping, fencing, or other household items. The Pawfect Plus One is not liable for such damages, and any costs for cleaning, repair, or replacement are the sole responsibility of the client.

**5.6 Liability Waiver.**

**5.6.1** The Pawfect Plus One is not liable for injury, illness, loss, or death of pets in its care, except in cases of gross negligence.

**5.6.2** Clients accept the inherent risks of pet care, including interactions with other pets, outdoor exposure, and transportation.

**6. Additional Provisions.**

**6.1 Home Access & Security.** Clients must provide reliable and safe access to their home (via lockbox, smart lock, or spare key). The Pawfect Plus One is not responsible for costs or damages related to faulty locks, garage codes, security systems, or other access methods unless directly caused by our negligence.

**6.2 Medication Administration.** The Pawfect Plus One will administer medications as directed by the client but does not guarantee clinical outcomes. The client is responsible for providing accurate instructions, sufficient medication, and all necessary supplies. The Pawfect Plus One is not liable for adverse reactions or complications resulting from medication administration, except in cases of gross negligence.

**6.3 Pet Belongings.** While reasonable care will be taken, The Pawfect Plus One is not responsible for loss or damage to pets' belongings (including leashes, beds, toys, or personal items) during services.

**6.4 Photo & Media Release.** The Pawfect Plus One may take photos or videos of pets in our care for updates and promotional purposes, including social media, marketing, and business materials. If you do not wish for your pet's likeness to be used publicly, you must notify The Pawfect Plus One in writing prior to services.

**6.5 Client Representations.** The client represents and warrants that all information provided about their pet's health, behavior, and needs is accurate and complete. The Pawfect Plus One is not liable for issues, damages, or injuries resulting from undisclosed conditions, incomplete information, or inaccurate representations.

**6.6 Indemnification.** The client agrees to indemnify, defend, and hold harmless The Pawfect Plus One, its owners, employees, and contractors from and against any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorney's fees) arising out of or related to the client's pet, except in cases of gross negligence or willful misconduct by The Pawfect Plus One.

**6.7 Service Limitations.**

**6.7.1 The Pawfect Plus One Does Not Provide Cleaning Services.** The Pawfect Plus One will always strive to leave the home in the same state, or better, than it was found upon The Pawfect Plus One's arrival to the home, but it should be noted that The Pawfect Plus One is **NOT** a professional, insured cleaning service. If there is a pet stain that potentially could cause further damage if treated poorly, The Pawfect Plus One will ask the best course of action to get it up but it may require further attention after the end of the booking.

- 6.7.2 The Pawfect Plus One Does Not Provide Training Services.** The Pawfect Plus One asks that owners leave notes with any commands your animals respond to and will do our best to follow along with those and reinforce the training pet owners work so hard to maintain. We are ***NOT*** certified dog trainers and do not offer formal training services. Our practices support your pet's well-being but are not intended to correct behavioral issues or substitute for professional training programs. If your pet exhibits behaviors that require professional intervention, we are happy to refer you to a certified force-free trainer.
- 6.7.3 Abandoned Pets& Re-homing.** In the case of abandoned pets, The Pawfect Plus One is required to relinquish control to an appropriate entity (i.e., shelter, local vet, law enforcement, etc.).
- 6.8 Off-Leash & Dog Park Policy.** Services are on-leash only unless explicitly authorized in writing. Dog parks and off-leash areas are not used without written consent from the client.
- 6.9 Transport & Car Safety.** The client authorizes The Pawfect Plus One to safely transport pets as needed. Pets travel crated or harnessed for safety. The client assumes responsibility for risks and costs of transport not caused by our gross negligence.
- 6.10 Extreme Temperatures.** During extreme heat or cold, walks may be shortened or substituted with indoor enrichment for safety. Scheduled time will be reallocated to potty breaks and enrichment activities.
- 6.11 Product Uses.** The Pawfect Plus One may use treats, cleaning products, or bathing products as part of services. If any products are not suitable for your pet or household, you ***must*** note this in your Pet Sitter Plus portal. We will avoid those items and use client-approved alternatives, provided by the client.
- 6.11.1 Treats:** Bocce's Bakery Bac'n Nutty Biscuits; Canature NutriBites Freeze-Dried Beef Liver.
- 6.11.2 Cleaning:** Standard pet-safe cleaners.
- 6.11.3 Bathing:** Girl With The Dogs® FLUFF OFF! Deshedding Shampoo, Conditioner, and Blueberry Bubblegum products.
- 6.11.3.1** The client assumes responsibility for notifying The Pawfect Plus One of any restrictions. Failure to do so may result in use of standard products as listed.
- 7. Certification of Compliance with Applicable Law.** By booking services with The Pawfect Plus One, the client certifies that they:
- 7.1** Are at least 18 years of age; and
- 7.2** Will comply with all laws, ordinances, and regulations applicable to their activities in connection with services provided by The Pawfect Plus One.



**For Pet Owners:**

- 7.1** Proof of rabies vaccination, proof of spay/neuter, and disclosure of any history of bites (including circumstances) must be provided prior to services.
- 7.2** The Pawfect Plus One reserves the right to cancel services and relinquish care of a pet to the designated emergency contact if the pet bites, displays undisclosed aggression, or otherwise poses a safety risk.
- 7.3** Cancellations due to non-compliance with these requirements, after signing this agreement, are non-refundable.

**For The Pawfect Plus One:**

- 7.1** The Pawfect Plus One certifies that it maintains all necessary eligibility, registrations, and compliance to legally provide pet care services in its operating jurisdictions.
- 7.2** The Pawfect Plus One agrees to comply with all applicable laws, including but not limited to leash requirements, pet waste disposal, transportation regulations, and public safety ordinances.

**8. Use of The Pawfect Plus One Service; Suspension.**

**8.1 Client Conduct.** When you use The Pawfect Plus One Service, you agree:

**8.1.1 Property Access & Security**

- 8.1.1.1** The Pawfect Plus One is authorized to enter the client's property during scheduled services.
- 8.1.1.2** A lockbox for key exchange and a secondary form of entry (e.g., garage code, smart lock) are required.
- 8.1.1.3** The client grants permission for a locksmith to be used if entry methods fail. Locksmith costs are the client's responsibility unless the lockout results from The Pawfect Plus One's loss of keys.

**8.1.2 Permitted Pets**

- 8.1.2.1** The Pawfect Plus One does not provide services for exotic or inherently dangerous pets, including but not limited to: venomous snakes, large constrictors, primates, wolf hybrids, or alligators.

**8.1.3 Honest & Accurate Information**

- 8.1.3.1** Clients must provide complete and truthful information regarding pets, household, and booking details.
- 8.1.3.2** Clients may not book services on behalf of third parties.
- 8.1.3.3** False information, withholding necessary details, or undisclosed third parties on the premises are strictly prohibited.

**8.1.4 Home Environment & Use**

**8.1.4.1** No third parties may enter the home while The Pawfect Plus One is legally responsible, unless approved in advance and limited to emergencies (e.g., HVAC, plumbing, electrician).

**8.1.4.2** All residence cameras and recording devices, both indoor and outdoor, must be disclosed to The Pawfect Plus One prior to services.

**8.1.4.3** Clients agree to allow reasonable use of home utilities (heating, air conditioning, kitchen appliances, bathrooms, Wi-Fi, etc.) necessary for the comfort and health of the care provider while responsible for the home and pets.

**8.1.5 Appropriate Conduct on Associated Platforms**

**8.1.5.1** Clients may not submit viruses, malicious code, or spam through The Pawfect Plus One Service.

**8.1.5.2** Reviews must be based on genuine personal experience, accurate, and not misleading.

**8.1.5.3** Clients may not post spam or unauthorized commercial content on The Pawfect Plus One's associated social media or public pages.

**8.1.5.4** Clients may not attempt to use The Pawfect Plus One Service outside its intended purpose or violate the personal rights of care providers.

**8.2 Suspension & Termination.** The Pawfect Plus One reserves the right to immediately suspend or terminate services, without refund, if:

**8.2.1** Undisclosed cameras or recording devices are discovered on the property;

**8.2.2** Undisclosed third parties are present while The Pawfect Plus One is legally responsible for the pets and premises;

**8.2.3** Any of the conduct requirements outlined in Section 8.1 are violated.

**9. Privacy.**

**9.1 The Pawfect Plus One Location Sharing.** For the safety of its care providers, The Pawfect Plus One shares staff location information with designated emergency contacts. This information will only be disclosed to emergency services in the event of an incident requiring intervention.

**9.2 Camera Policy.** The Pawfect Plus One permits the use of disclosed cameras inside and outside of the client's home. However, care providers reserve the right to temporarily cover or disable interior cameras while present in the home to protect personal privacy. Cameras will be restored to their original state prior to departure so that pet owners may continue to monitor their pets.

**9.2.1** Outdoor cameras are acceptable at all times, provided they are fully disclosed in advance. Failure to disclose any indoor or outdoor cameras may

result in immediate cancellation of services without refund and termination of the client relationship.

**10. Your Content.**

**10.1 Submission of Content.** We may require or allow you (or an authorized individual on your behalf) to submit or upload text, photographs, images, videos, reviews, information, and other materials in connection with your use of The Pawfect Plus One Service (collectively, “Your Content”).

**10.1.1 Examples include:**

- 10.1.1.1** Service Providers uploading a profile photo, personal information, or photos of pets under their care.
- 10.1.1.2** Pet Owners submitting reviews or feedback about services.
- 10.1.1.3** From time to time, The Pawfect Plus One may use photographs or media of your pets for promotional purposes (e.g., newsletters, social media, or website features). You may opt out of having your pets’ images or likenesses used in promotional materials by notifying The Pawfect Plus One in writing at any time.

**10.2 License Grant.** Except as limited by our Privacy Policy, you grant The Pawfect Plus One an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, publicly display, reproduce, adapt, modify, transmit, broadcast, prepare derivative works from, and distribute Your Content in connection with providing and/or promoting The Pawfect Plus One Service. We may also sublicense these rights to third parties as necessary but will never sell Your Content to third parties for independent commercial use unrelated to the services we provide.

**10.3 Release of Rights.** If Your Content includes your name, voice, image, likeness, or persona (or those of others), you waive and release The Pawfect Plus One from any claim related to defamation, copyright infringement, invasion of privacy, right of publicity, or other similar claims arising from our use of Your Content as permitted under Section 10.2.

**10.4 Representations & Warranties.** You represent and warrant that:

- 10.4.1** You are the rightful owner or licensor of Your Content and hold all rights necessary to grant the license in Section 10.2.
- 10.4.2** You have obtained any required consents and releases from individuals (or pet owners) appearing in Your Content.
- 10.4.3** Your Content complies with all applicable laws and does not violate these Terms.

**10.5 Monitoring & Removal.** We reserve the right (but not the obligation) to monitor, screen, edit, and/or remove Your Content at our discretion. Failure to enforce these Terms in one instance does not waive our right to enforce them in future instances. We are not obligated to retain or provide copies of Your Content and assume no

liability for its deletion, loss, or modification. You are solely responsible for maintaining backup copies of Your Content.

11. **Third Party Services, Links.** The Pawfect Plus One Service may contain links to third-party websites or resources (for example, Pet Sitter Plus or social media platforms such as Instagram and Nextdoor). You acknowledge and agree that:

11.1 **No Liability for External Resources**

11.1.1 **We are not responsible or liable for:**

11.1.1.1 The availability, accuracy, or reliability of such websites or resources; or

11.1.1.2 The content, products, services, or materials available from such websites or resources.

11.1.2 **No Endorsement Implied.** Links to such websites or resources do not constitute or imply any endorsement, partnership, or affiliation by The Pawfect Plus One with those third parties or the content, products, or services they provide.

11.1.4 **Your Responsibility.** You acknowledge and accept sole responsibility for, and assume all risks arising from, your use of any third-party websites, services, or resources.

12. **Limitation of Liability.**

12.1 **Exclusion of Certain Types of Damages.** To the maximum extent permitted under applicable law, in no event will The Pawfect Plus One be liable to you for any indirect, special, incidental, or consequential damages, including but not limited to travel expenses, 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 Pawfect Plus One Service. This includes, without limitation, damages related to any information received from The Pawfect Plus One Service, removal of profile information or reviews (or other content), suspension or termination of access, or any failure, error, omission, interruption, defect, or delay in operation or transmission. Even if The Pawfect Plus One has been advised of the possibility of such damages, no liability shall attach.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

12.2 **No Liability for Non-The Pawfect Plus One Actions.** To the maximum extent permitted by applicable law, in no event will The Pawfect Plus One be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, and/or consequential, arising out of or relating to the conduct of any third party outside of The Pawfect Plus One (specifically Ashley), including but not limited to property damage, theft, bodily injury, death, emotional distress, or any other damages resulting from unassociated parties' negligence or misconduct while The Pawfect Plus One is otherwise responsible for clients' home and pets. This includes

Terms of Service Agreement  
The Pawfect Plus One, LLC

claims, losses, or damages arising from the conduct of users or third parties who attempt to defraud, harm, or otherwise negatively impact you.

If you have a dispute with a third party, you agree to release The Pawfect Plus One from all claims, demands, and damages of every nature, known and unknown, arising out of or in any way connected with such disputes. In no event will The Pawfect Plus One be liable for direct or indirect consequences of a pet owner or third party failing to comply with applicable laws and regulations.

- 12.3 Maximum Liability Cap.** To the maximum extent permitted by applicable law, The Pawfect Plus One's total liability to you for any and all claims, damages, losses, or causes of action arising out of or relating to the Services or these Terms shall not exceed, in the aggregate, the total amount paid by you to The Pawfect Plus One for the specific Services giving rise to the claim. This limitation applies regardless of the legal theory under which such claims are brought, including but not limited to breach of contract, tort (including negligence), or any other cause of action.

- 13. Governing Law & Jurisdiction.** These Terms, and any dispute, claim, or controversy arising out of or relating to The Pawfect Plus One services, will be governed by and construed in accordance with the laws of the State of Colorado and applicable U.S. federal law, without regard to conflict of law principles. Unless otherwise mutually agreed in writing, any claim or dispute must be brought exclusively in the state or federal courts located within the State of Colorado.

You and The Pawfect Plus One hereby consent to the personal jurisdiction and venue of the courts located in Douglas County, Colorado (Parker jurisdiction), for the resolution of all such claims or disputes.

- 13.1 Severability & Waiver.** If any provision of these Terms is found to be invalid, illegal, or unenforceable for any reason, the remaining provisions will continue in full force and effect. The failure of The Pawfect Plus One to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Any waiver must be expressly stated in writing and signed by The Pawfect Plus One to be effective.

- 14. Acknowledgment of Terms of Service.** By signing below, I acknowledge that I have read, understand, and agree to the Terms of Service of The Pawfect Plus One, including but not limited to the provisions regarding cancellations, payments, safety, emergency veterinary care, illness, liability, and client responsibilities. I understand that I am financially responsible for veterinary expenses, transportation fees, and any damages caused by my pet(s) as outlined in these Terms.<sup>i</sup>

**Client Name (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

<sup>i</sup> If you have acknowledged these Terms electronically through Pet Sitter Plus (by checking a box, clicking "I Agree," or otherwise confirming acknowledgment online), you do not need to sign this form.