

WATCHDOG PET SWAP

TERMS OF SERVICE

Last Updated: August 5, 2026

Plain-English Summary of Your Agreement

This summary highlights important points but does not replace the complete Terms. If there is a conflict, the complete Terms control.

- Watchdog is a technology platform that helps dog owners find and communicate with other community members. Watchdog does not provide pet-care services and is not a party to arrangements between members.
- WatchDog requires a paid subscription (monthly or annual, purchased through Apple) with a seven-day free trial that automatically converts to a paid subscription unless cancelled. Subscriptions renew automatically and are managed and cancelled through your Apple Account Settings, not through WatchDog. See Section 19.
- Members decide whether another member, dog, home, request or arrangement is appropriate. Watchdog does not guarantee identity, background, experience, conduct, safety, suitability or compliance with Community Standards.
- Pet care and home access involve real risks, including bites, scratches, escape, illness, injury, veterinary emergencies, property damage, theft and in rare cases, death. Members accept those risks and are responsible for arrangements they make.
- Owners must provide complete information about their dogs, including health needs, medications, behavioral issues, aggression, bite history and escape tendencies. Caretaking members must follow agreed instructions and communicate emergencies promptly.
- Watchdog does not provide insurance, reimbursement, veterinary coverage, guarantees or compensation for losses. Member disputes and costs must generally be handled directly between the members involved.
- Community Standards describe expected behavior but are not a promise that every member will follow them. Watchdog may investigate or remove members but does not continuously monitor every interaction.
- Section 25 requires most disputes with Watchdog to be resolved by binding individual arbitration and includes a class-action waiver.

1. Agreement to These Terms

These Terms of Service (the “Terms”) are a legally binding agreement between you and Watchdog Pet Swap LLC, together with its parents, subsidiaries, affiliates, successors and assigns (“Watchdog,” “we,” “our,” or “us”). These Terms govern your access to and use of the Watchdog mobile application (the “App”), website, communications features, scheduling tools, location-based feed, member profiles, dog profiles, referral features and related products, content, functionality or services that link to these Terms (collectively, the “Services”).

BY CLICKING “I AGREE,” CREATING AN ACCOUNT, ACCESSING OR USING THE SERVICES, CLAIMING OR POSTING A CARE REQUEST or OTHERWISE INDICATING ACCEPTANCE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND and AGREE TO THESE TERMS. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICES.

You acknowledge and agree that WatchDog may electronically record your acceptance of these Terms, including your user ID, email address, device information, IP address, date and time of acceptance, App version, and the version of these Terms accepted. You agree that these electronic records constitute evidence of your acceptance and are admissible in any judicial, arbitration or administrative proceeding to the same extent as written records maintained in documentary form.

You also acknowledge that you have reviewed our Privacy Policy, available at <https://joinwatchdog.com/privacy>, which is incorporated into these Terms by reference. If you use the Services on behalf of an organization, you represent that you have authority to bind it.

2. Eligibility and Accounts

2.1 Age and Capacity. You must be at least eighteen (18) years old, legally capable of entering a binding contract and not prohibited from using the Services under applicable law. Minors may not create Accounts, post or claim requests or independently provide care through the Services.

2.2 Accurate Information. You must provide true, accurate, current and complete information and promptly update it. This includes your contact, location, profile, dog, availability, home and request information.

2.3 Account Security. You are responsible for safeguarding credentials and all activity through your Account. You may not share, sell or transfer your Account. Notify hi@joinwatchdog.com promptly of suspected unauthorized access.

2.4 One Account; No Evasion. Unless approved by Watchdog, you may maintain only one Account and may not create another Account to evade a restriction, suspension, investigation or termination.

2.5 No Guaranteed Access. Registration does not guarantee admission to or continued participation in the community. Watchdog may reject, restrict, suspend or terminate Accounts as permitted by these Terms.

3. The Watchdog Platform

3.1 Technology Platform Only. WatchDog operates a subscription-based technology platform through which members may create profiles, maintain dog profiles, earn and redeem WatchDog Points, post requests for dog care, discover nearby requests, communicate with other members, schedule Care Arrangements, claim requests and participate in WatchDog's reciprocal dog-care community. WatchDog does not itself provide pet-care services, dog walking, boarding, transportation, veterinary care, home-security services or any other professional services.

Your subscription gives you access to participate in the WatchDog community and its features. Your subscription does not guarantee that you will receive or provide any particular Care Arrangement or earn or redeem any particular number of WatchDog Points.

3.2 Not a Party to Member Arrangements. Any agreement, understanding, exchange, commitment or arrangement between members relating to a dog, home, visit, walk, feeding, daytime care, overnight care, pickup, drop-off or other assistance (a "Care Arrangement") is solely between those members. Watchdog is not a party, broker, guarantor, insurer or beneficiary.

3.3 No Employment or Agency. Members are independent users. Nothing creates employment, agency, partnership, joint venture, fiduciary, franchise, kennel, veterinarian-client-patient or other professional relationship between Watchdog and a member.

3.4 No Endorsement. Display, ranking, proximity, availability, profile, claim status, invitation or other presentation is not an endorsement, recommendation, certification or representation of quality, trustworthiness, safety, experience or suitability.

3.5 No Guaranteed Match or Completion. Watchdog does not guarantee that a request will receive a response, that a claim will be accepted, that a member will appear or that care will be completed or satisfactory.

3.6 WatchDog Points. WatchDog Points are promotional platform credits used solely within the Services. WatchDog Points are not currency, are not electronic money, are not gift cards, are not stored value, are not redeemable for cash, have no monetary value, are not transferable except as expressly permitted by WatchDog, and do not constitute personal property. WatchDog does not guarantee the availability of any particular opportunity to earn or redeem Points. WatchDog has sole discretion to investigate and reverse Points awarded through fraud, collusion, fake care arrangements, duplicate accounts or other abuse. Upon termination of your Account, all unredeemed WatchDog Points are forfeited without refund or cash conversion.

3.7 Subscription Requirement. Access to certain features requires an active paid subscription. Subscription status is separate from WatchDog Points. Maintaining an active subscription does not guarantee earning or redemption opportunities. If your subscription lapses, your existing WatchDog Points will be retained for sixty (60) days but cannot be redeemed unless your subscription is

reactivated during that period. If your subscription is not reactivated within sixty (60) days after the lapse, all remaining WatchDog Points are forfeited without refund or cash conversion.

4. Screening and Independent Evaluation

4.1 No Verification Unless Expressly Stated. Unless expressly stated for a feature, Watchdog does not conduct or guarantee identity verification, criminal or sex-offender checks, reference checks, home inspections, dog assessments, license checks, insurance checks, veterinary-record checks or experience verification.

4.2 Self-Reported Information. Profiles, dog details, availability, experience, messages, reviews and other member information may be self-reported, incomplete, outdated, inaccurate or misleading.

4.3 Your Evaluation Duty. Before a Care Arrangement, you are solely responsible for evaluating the other member, dog, home, requested tasks, timing, environment, instructions and risks. Ask questions, communicate directly, meet in advance when appropriate, verify information when appropriate and decline any arrangement you believe is unsafe or unsuitable.

4.4 No Reliance on Membership. Admission to or continued presence in the community does not mean Watchdog has determined that a person or dog is safe, qualified, insured, law-abiding, suitable or trustworthy.

5. Posting, Claiming and Managing Requests

5.1 Posting Requests. The member posting a request (the "Requesting Member") is responsible for ensuring that it is accurate, lawful, sufficiently detailed and includes material care needs, timing, location, access requirements and known risks.

5.2 Claiming Requests. A member who claims, accepts or agrees to assist (the "Caretaking Member") is indicating interest or agreement to communicate about the request. A claim does not create any obligation of Watchdog and does not guarantee the arrangement will occur.

5.3 Direct Confirmation. Members must directly confirm final scope, timing, location, instructions, emergency contacts, access arrangements and other terms. App status, calendars or messages do not replace direct confirmation.

5.4 Changes and Cancellations. Members must promptly communicate changes, delays, cancellations or inability to perform. Watchdog is not responsible for missed, late, shortened, cancelled or incomplete care or for arranging substitute care.

5.5 No Unauthorized Delegation. A Caretaking Member may not subcontract or delegate responsibility for a dog without the Requesting Member's express prior consent.

5.6 Communications Outside the App. Whether communications occur through or outside the App, these Terms continue to apply to use of the Services and claims involving Watchdog.

6. Requesting Member Responsibilities

Each Requesting Member represents, warrants and agrees to:

- provide complete and accurate information about each dog, including age, size, temperament, training, medical conditions, allergies, diet, medications, mobility limits, special needs, vaccination status, contagious conditions and veterinarian information;
- disclose known or suspected biting, aggression, reactivity, resource guarding, escape, destructive behavior, separation anxiety, conflicts with people or animals or other material risk;
- provide clear care instructions and sufficient food, medication, equipment, identification, leash, harness, crate, waste supplies and other reasonably necessary items;
- ensure requested care and any premises comply with applicable laws, lease restrictions, community rules, licensing, vaccination and animal-control requirements;
- provide current emergency contacts and veterinarian information and remain reasonably available;
- disclose cameras, audio devices, alarms, access codes, hazards, third parties, other animals, pools, gates, weapons or other material conditions as required by law;
- not post a request involving an unreasonable, undisclosed or unlawful risk; and

- be responsible for veterinary expenses, supplies, transportation, property damage and other dog-related costs except as members expressly agree or law requires.

7. Caretaking Member Responsibilities

Each Caretaking Member represents, warrants and agrees to:

- accept only requests the member is capable of safely and lawfully performing;
- review and reasonably follow agreed feeding, medication, exercise, access, supervision and safety instructions;
- use reasonable care and secure doors, gates, fences, leashes, crates and containment measures;
- not use corporal punishment, abusive methods or unlawful treatment;
- not leave a dog unattended or transport it except as authorized or reasonably necessary in an emergency;
- promptly report delays, changes, illness, injury, escape, property damage, unusual behavior or other material incidents;
- contact emergency services, animal control or a veterinarian when reasonably necessary to protect a person or animal;
- protect keys, access codes, alarm information, addresses, schedules and other private information;
- not copy keys, retain credentials, return to a home, enter unauthorized areas, invite guests or use property beyond the Care Arrangement; and
- comply with applicable laws and lawful instructions.

8. Veterinary Care and Emergencies

8.1 Emergency Authorization. The Requesting Member authorizes the Caretaking Member to seek emergency veterinary care, contact emergency contacts, animal control or emergency services and take reasonable action when immediate action appears necessary and the Requesting Member cannot be reached in time.

8.2 No Veterinary Judgment by Watchdog. Watchdog does not provide veterinary advice, make medical decisions, direct treatment or determine whether an emergency exists.

8.3 Costs. The Requesting Member is responsible for veterinary, medication, transportation, boarding, quarantine and related costs unless members expressly agree otherwise or law requires another allocation. Watchdog has no obligation to pay, advance, reimburse, guarantee or arrange payment.

8.4 No Guaranteed Outcome. Watchdog is not responsible for treatment decisions, delays, refusal of treatment, veterinary errors or outcomes of illness or injury.

9. Home Access, Property and Personal Safety

9.1 Home-Access Risks. Allowing another person into your home or entering another member's home involves risks including theft, damage, privacy invasion, accidents, personal injury and misuse of access information. Members voluntarily assume those risks.

9.2 Keys and Credentials. Members are responsible for exchanging, safeguarding, using, returning, deleting and deactivating keys, garage openers, codes, smart-lock permissions, Wi-Fi credentials and other access tools.

9.3 Cameras and Recording. Members must comply with laws governing surveillance and notice. No recording device may be placed in a bathroom, sleeping area provided to another member or other location where recording is unlawful or violates a reasonable expectation of privacy.

9.4 Personal Property. Watchdog is not responsible for lost, stolen, damaged, misplaced or inaccessible property, including keys, devices, supplies, vehicles, furniture or personal belongings.

10. Assumption of Risk; Member Responsibility; Release

10.1 Inherent Risks. You voluntarily assume risks associated with unfamiliar people, dogs, animals, homes, neighborhoods, vehicles and property, including bites, scratches, falls, allergies, zoonotic disease, contagious

illness, fights, escape, traffic incidents, theft, fraud, emotional distress, serious injury and death of a person or animal.

10.2 Member-to-Member Responsibility. Any injury, loss, incident, dispute, cost or damage arising from a Care Arrangement is the responsibility of the members involved and must be addressed directly between them, subject to law. Watchdog is not responsible for mediating, adjudicating, funding, insuring, reimbursing or resolving member disputes.

10.3 Release. To the fullest extent permitted by law, you release and discharge Watchdog and the Watchdog Parties from claims arising out of the acts, omissions, representations, dogs, homes, property, services or conduct of another member or third party. California residents waive Civil Code Section 1542; residents of other jurisdictions waive analogous protections to the fullest extent permitted.

11. No Insurance, Guarantee or Reimbursement

Unless expressly stated in a separate written agreement, Watchdog does not provide or arrange pet, veterinary, homeowners', renters', commercial, liability, automobile, workers' compensation, bonding or other insurance; a guarantee or protection plan; or reimbursement for bites, injuries, death, veterinary expenses, theft, damage, cancellations, missed visits, lost wages or other losses. Members must determine whether their own insurance applies and obtain any coverage they consider appropriate.

12. Community Standards

12.1 Expected Conduct. Members are expected to treat pets with care, follow agreed instructions, communicate proactively, report incidents, maintain safe environments, respect schedules, avoid unauthorized delegation, protect confidential information and treat others respectfully and without harassment, discrimination, dishonesty or abuse.

12.2 No Guarantee. Community Standards promote responsible conduct but are not a warranty, certification or guarantee that any member will comply, that misconduct will be detected or that an incident will be prevented.

12.3 No Continuous Monitoring Duty. Watchdog does not continuously monitor members, homes, dogs, communications or Care Arrangements and has no duty to investigate every complaint or verify compliance.

12.4 Enforcement. Watchdog may warn, restrict, suspend, remove or report members or content believed to violate these Terms, Community Standards, law, safety expectations or third-party rights, including without prior notice where reasonably necessary.

12.5 Schedule A. See Schedule A for complete Community Standards.

13. Prohibited Conduct

You may not and may not assist another person to:

- use the Services for unlawful, fraudulent, deceptive, abusive, threatening, discriminatory, harassing, exploitative or unsafe conduct;
- misrepresent identity, age, qualifications, location, intentions, dog, home, experience, insurance, background or relationships;
- post or claim requests involving illegal animal activity, commercial breeding, animal fighting, abuse, neglect, hoarding, animal sales or unreasonable undisclosed risk;
- harass, stalk, threaten, intimidate, discriminate against, exploit or invade another person's privacy;
- enter property, access rooms, use belongings, retain keys, record activity or contact a member beyond permission given;
- upload unlawful, defamatory, infringing, obscene, malicious, deceptive or harmful content;
- send spam, unauthorized advertising, phishing, malware or other harmful communications;
- scrape, crawl, index, harvest or use automated means to access the Services without authorization;
- reverse engineer, decompile, bypass security, interfere with operation, introduce malicious code or attempt unauthorized access;

- use Service information to build a competing service, create marketing lists, conduct surveillance or commercially solicit members;
- circumvent restrictions, impersonate others, create duplicate or fraudulent Accounts, manipulate referrals or falsify activity; or
- encourage or enable the foregoing.

14. Messaging, Communications and Scheduling

14.1 Member Communications. Messages are the responsibility of the sending members. Watchdog does not endorse or guarantee their accuracy, delivery, confidentiality, legality or appropriateness.

14.2 Monitoring and Review. As permitted by law and the Privacy Policy, Watchdog may access, preserve, review or disclose communications to operate the Services, enforce these Terms, investigate reports, protect safety, prevent fraud, comply with law or respond to process. Watchdog has no obligation to monitor all communications.

14.3 Scheduling Tools. Calendars, reminders, status indicators and schedule tracking are for convenience only and may be delayed, incomplete, inaccurate or unavailable. Members remain responsible for independent confirmation.

14.4 Electronic Notices. You consent to electronic notices related to your Account and the Services by email, in-App message, push notification or text. Message and data rates may apply. Marketing messages will be subject to separate consent where required.

15. Location-Based Features

15.1 Location Data. The Services may use location information to display nearby requests, calculate distance, define a radius, personalize content, support safety or operate features, as described in the Privacy Policy.

15.2 Approximate Results. Distances, maps, locations and radius results are estimates and may be inaccurate, delayed or incomplete.

15.3 Exact Locations. You decide when and how to share an exact address. Do not publicly post access information. Watchdog may limit location display to protect privacy and safety.

16. User Content

16.1 Definition. “User Content” includes profiles, photographs, videos, dog information, requests, care instructions, availability, messages, reviews, feedback, incident reports and other content submitted through the Services.

16.2 Your Responsibility. You retain ownership but are solely responsible for User Content. You represent that you have necessary rights and permissions and that it does not violate law or third-party rights.

16.3 License. You grant Watchdog a worldwide, nonexclusive, royalty-free, sublicensable, transferable license to host, store, reproduce, format, display, transmit, distribute and otherwise use User Content as reasonably necessary to operate, improve, secure and promote the Services.

16.4 Moderation. Watchdog may, but is not obligated to, review, remove, restrict, preserve or disclose User Content and does not guarantee objectionable or inaccurate content will be removed.

16.5 Feedback. You grant Watchdog a perpetual, irrevocable, worldwide, royalty-free right to use ideas, suggestions or feedback without restriction or compensation.

17. Intellectual Property and Limited License

17.1 Watchdog Materials. The Services, software, design, text, graphics, logos, marks, interfaces and non-user content (“Watchdog Materials”) are owned by or licensed to Watchdog and protected by law.

17.2 Limited License. Subject to these Terms, Watchdog grants you a limited, revocable, nonexclusive, nontransferable, nonsublicensable license to use the Services for personal, lawful participation in the community.

17.3 Restrictions. You may not copy, modify, distribute, sell, lease, sublicense, create derivative works, publicly display or commercially exploit Watchdog Materials except as expressly permitted.

17.4 Trademarks. WATCHDOG, WATCHDOG PET SWAP, associated logos and related marks may not be used without prior written permission.

18. Copyright Complaints

A copyright owner or authorized agent who believes content infringes a copyright may send a notice containing the information required by 17 U.S.C. § 512(c)(3) to: DMCA Agent, Watchdog Pet Swap LLC, 30 N Gould St., Suite N, Sheridan, WY 82801; phone 631-594-8019; dmca@joinwatchdog.com (Reg. No. DMCA-1076284). Watchdog may remove allegedly infringing material and terminate repeat infringers. Counter-notifications must satisfy 17 U.S.C. § 512(g).

19. Billing, Referrals and Promotions

19.1 Subscription Plans. Certain features require a recurring paid subscription purchased through Apple or another authorized marketplace.

19.2 Automatic Renewal. Unless cancelled before renewal, subscriptions automatically renew for successive billing periods at the then-current subscription price.

19.3 Apple Billing. If purchased through Apple's App Store, Apple is the merchant of record. Apple exclusively processes billing, renewals, refunds, payment disputes and subscription management. WatchDog does not receive your payment directly.

19.4 Managing Subscriptions. Users must manage subscriptions through Apple Account Settings.

19.5 Free Trials. If applicable, free trials automatically convert into paid subscriptions unless cancelled before expiration.

19.6 Refunds. Except where required by law, subscription fees are non-refundable. Refund requests for App Store purchases must be directed to Apple.

19.7 Price Changes. WatchDog may modify subscription pricing upon advance notice where required by law.

19.8 Suspension. Failure to maintain an active subscription may result in suspension of subscription-only functionality while preserving any rights required by applicable law.

19.9 Member Payments. Members may independently agree to reimburse expenses, provide gratuities or make other payments. WatchDog is not a payment processor, escrow agent, money transmitter, financial institution or collection agent. WatchDog does not guarantee payment, collect payment, resolve payment disputes or verify payment. Any financial arrangement exists solely between the participating members.

19.10 Taxes. Members are responsible for tax, reporting, licensing or regulatory obligations arising from their activities or exchanges.

19.11 Invite-a-Friend. Referrals must be genuine and may not involve spam, deceptive advertising, purchased identities, duplicate Accounts, automated activity or manipulation. Watchdog may modify, suspend, deny, reverse or discontinue referral features or rewards.

19.12 Promotions. Sweepstakes, contests, discounts or other promotions may have separate rules that control for the promotion.

20. Third-Party Services and App Stores

20.1 Third-Party Services. The Services may rely on maps, messaging, cloud hosting, analytics, app stores or other third parties. Watchdog does not control and is not responsible for third-party services, content, availability, security or practices.

20.2 Apple. If you access or download the App through Apple's App Store, the following additional terms apply:

(a) Scope of License. Subject to your compliance with these Terms, WatchDog grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the App solely on Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that such App may be accessed, acquired and used by other accounts associated with the purchaser through Apple's Family Sharing or volume purchasing programs where permitted by the applicable Usage Rules.

(b) Relationship with Apple. These Terms are entered into solely between you and WatchDog, and not with Apple. WatchDog, and not Apple, is solely responsible for the App and its content.

(c) Maintenance and Support. WatchDog is solely responsible for providing any maintenance and support services for the App, if any. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App.

(d) Warranty Disclaimer. To the maximum extent permitted by applicable law, the App is provided "AS IS" and "AS AVAILABLE" without warranties of any kind. If the App fails to conform to any applicable warranty that cannot lawfully be disclaimed, you may notify Apple, and Apple may refund the purchase price (if any) paid for the App. To the maximum extent permitted by applicable law, Apple shall have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the App to conform to a warranty. To the extent any warranty exists under applicable law, WatchDog, and not Apple, shall be solely responsible for addressing any claims arising from the App's failure to conform to such warranty.

(e) Product Claims. You acknowledge that WatchDog, and not Apple, is responsible for addressing any claims relating to the App or your possession or use of the App, including without limitation: product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement and claims arising under consumer protection, privacy or similar legislation.

(f) Intellectual Property Claims. In the event of any third-party claim that the App or your possession or use of the App infringes a third party's intellectual property rights, WatchDog, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

(g) Legal Compliance. You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You further represent and warrant that your use of the App will comply with all applicable U.S. export control and economic sanctions laws and regulations.

(h) Developer Contact Information. Questions, complaints or claims regarding the App should be directed to: WatchDog Pet Swap LLC, 30 N Gould St., Suite N, Sheridan, WY 82801, Email: legal@joinwatchdog.com.

(i) Third-Party Terms. You agree to comply with all applicable third-party terms and conditions when using the App, including any applicable wireless carrier agreements, Apple Media Services Terms and Conditions, and other third-party agreements governing your device or your access to the Services.

(j) Third-Party Beneficiary. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms solely with respect to this Section. Upon your acceptance of these Terms, Apple shall have the right (and shall be deemed to have accepted the right) to enforce this Section against you as a third-party beneficiary.

(k) App Store Purchases. If you purchase a subscription through Apple's App Store, Apple is the merchant of record and is solely responsible for processing payments for your subscription. Subscription billing, renewals, cancellations and refunds are governed by Apple's policies and your App Store account settings. WatchDog

cannot cancel, modify or refund purchases made through Apple's App Store except as required by applicable law.

20.3 Other Stores. Comparable provisions apply to other app-store providers to the extent required by their terms.

21. Beta Features, Availability and Changes

21.1 Beta Services. The Services may contain beta, pilot, experimental or early-stage features with bugs, errors, interruptions, incomplete functionality or data loss.

21.2 No Uptime or Data Guarantee. Watchdog does not guarantee continuous availability, compatibility, accuracy, security, preservation of data or error-free operation. Maintain copies of information you need.

21.3 Modifications. Watchdog may modify, suspend, restrict or discontinue any feature or the Services, impose limits or change eligibility, subject to applicable law.

22. Suspension and Termination

22.1 By You. You may stop using the Services and request Account deletion through available settings or sending an email to hi@joinwatchdog.com subject to lawful retention, safety, fraud, dispute and backup practices.

22.2 By Watchdog. Watchdog may investigate, warn, restrict, suspend, deactivate or terminate an Account, request, feature or access if it believes there may be a violation of these Terms, Community Standards, law, safety expectations, third-party rights or business needs.

22.3 No Duty to Explain or Mediate. To the extent permitted by law, Watchdog need not provide advance notice, disclose investigative information, reveal complainants, mediate disputes or reinstate an Account.

22.4 Survival. Ownership, licenses, risk allocation, releases, disclaimers, liability limits, indemnity, dispute resolution and other provisions that should survive will survive termination.

23. Disclaimers and Limitation of Liability

For this Section, the "Watchdog Parties" are Watchdog and its members, managers, officers, directors, employees, contractors, agents, affiliates, licensors, service providers, insurers, successors and assigns.

23.1 As-Is Services. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT EXPRESS, IMPLIED or STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, SECURITY, RELIABILITY or UNINTERRUPTED OPERATION.

23.2 No Warranty Concerning Members or Care. THE WATCHDOG PARTIES MAKE NO WARRANTY REGARDING ANY MEMBER, DOG, HOME, PROFILE, REQUEST, CLAIM, COMMUNICATION, CARE ARRANGEMENT, BACKGROUND, IDENTITY, EXPERIENCE, CONDUCT, SAFETY, SUITABILITY, INSURANCE, LICENSE or COMPLIANCE WITH COMMUNITY STANDARDS.

23.3 Excluded Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, THE WATCHDOG PARTIES WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE or ENHANCED DAMAGES; LOST PROFITS, DATA, USE, GOODWILL or OPPORTUNITY; EMOTIONAL DISTRESS; SENTIMENTAL VALUE; SUBSTITUTE CARE; VETERINARY COSTS; PROPERTY DAMAGE; PERSONAL INJURY; OR DEATH OF A PERSON OR ANIMAL.

23.4 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE WATCHDOG PARTIES SHALL NOT EXCEED THE GREATER OF (A) US \$100 OR (B) THE TOTAL SUBSCRIPTION FEES ATTRIBUTABLE TO YOUR USE OF THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, REGARDLESS OF WHETHER THOSE FEES WERE COLLECTED BY WATCHDOG OR AN AUTHORIZED APP MARKETPLACE.

23.5 Applicable Law. These exclusions apply regardless of theory of liability. Some jurisdictions do not permit certain limitations, so some provisions may not apply.

24. Indemnification

To the fullest extent permitted by law, you will defend, indemnify and hold harmless the Watchdog Parties from claims, liabilities, damages, judgments, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) arising out of or relating to your use of the Services; User Content; dog, home, property, guests, household members or Care Arrangement; acts or omissions; breach of these Terms or agreements with members; violation of law or third-party rights; or any injury, illness, death, escape, bite, property damage, veterinary cost or other incident associated with you or a Care Arrangement. Watchdog may control the defense and you may not settle without written consent.

25. Dispute Resolution; Binding Arbitration; Class-Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES MOST DISPUTES BETWEEN YOU AND WATCHDOG TO BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION, WAIVES JURY TRIALS and PROHIBITS CLASS OR REPRESENTATIVE ACTIONS.

25.1 Informal Resolution. Before arbitration or court, the complaining party must send a written Notice of Dispute with contact information, facts, requested relief and claim basis. Send notices to legal@joinwatchdog.com and Watchdog Pet Swap LLC, 30 N Gould St., Suite N, Sheridan, Wyoming 82801. The parties will attempt resolution for at least thirty (30) days.

25.2 Agreement to Arbitrate. Except for Excluded Claims, disputes arising out of or relating to these Terms, the Services, communications or your relationship with Watchdog will be resolved by final, binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect, as modified here. The Federal Arbitration Act governs.

25.3 Excluded Claims. Either party may bring an eligible individual small-claims action and may seek injunctive or equitable relief in court for actual or threatened intellectual-property infringement. Either party may report matters to a governmental agency.

25.4 Arbitrator Authority. The arbitrator has exclusive authority over interpretation, applicability, enforceability or formation of the arbitration agreement, except a court decides disputes concerning the class-action waiver. Relief may be awarded only to the individual claimant.

25.5 Location and Format. Arbitration will be remote by video, telephone or documents when permitted. Any required in-person hearing will occur in a reasonably convenient location consistent with consumer-arbitration standards.

25.6 Fees. Fees will be governed by AAA Rules and law. Each party bears its own attorneys' fees unless awarded under law or for frivolous or improper claims or defenses.

25.7 Class Waiver. YOU AND WATCHDOG MAY BRING CLAIMS ONLY INDIVIDUALLY, NOT AS A PLAINTIFF, CLASS MEMBER, PRIVATE ATTORNEY GENERAL or REPRESENTATIVE IN ANY CLASS, COLLECTIVE, CONSOLIDATED, MASS or REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS WITHOUT WRITTEN CONSENT.

25.8 Mass Arbitration. If twenty-five (25) or more substantially similar demands are submitted against Watchdog by coordinated counsel within ninety days, they will be administered in staged batches of up to ten cases, with limitations periods tolled while awaiting administration, unless the parties agree otherwise.

25.9 Opt-Out. You may opt out by sending signed written notice within thirty (30) days after first accepting these Terms, including your full name, Account email, mailing address and a clear opt-out statement, to legal@joinwatchdog.com or Watchdog Pet Swap LLC, 30 N Gould St., Suite N, Sheridan, Wyoming 82801.

25.10 Severability. If a portion is unenforceable, it will be severed or narrowed. If the class waiver is unenforceable as to a claim or remedy, that matter will proceed in court after arbitrable matters are resolved.

26. Governing Law and Venue

Except as governed by the Federal Arbitration Act or prohibited by law, these Terms are governed by New York law without regard to conflicts principles. Court proceedings permitted under these Terms must be brought in state or federal courts in New York County, New York, except eligible small-claims actions may be brought in another permitted venue.

27. Changes to These Terms

Watchdog may update these Terms and will revise the “Last Updated” date. Material changes may receive additional notice. Updated Terms take effect when posted or on the stated effective date. Continued use after the effective date constitutes acceptance except where law requires affirmative consent. Arbitration changes will not apply retroactively to disputes of which Watchdog had actual notice.

28. General Terms

28.1 Entire Agreement. These Terms, Privacy Policy, Community Standards and incorporated additional terms are the entire agreement concerning the Services.

28.2 Order of Precedence. Additional written terms for a feature or promotion control for that feature to the extent of a direct conflict.

28.3 Assignment. You may not assign these Terms or your Account without consent. Watchdog may assign them in a merger, acquisition, reorganization, asset sale, financing or by operation of law.

28.4 Severability. Except as stated in Section 25, unenforceable provisions will be enforced to the maximum extent permitted and the remainder remains effective.

28.5 No Waiver. Failure to enforce is not a waiver. A waiver must be in writing and signed by Watchdog.

28.6 Force Majeure. Watchdog is not liable for delay or failure caused by events beyond reasonable control, including disasters, epidemics, war, civil unrest, labor disputes, government action, network failures, cyberattacks or third-party outages.

28.7 No Third-Party Beneficiaries. Except for Watchdog Parties and app-store providers as expressly stated, no third-party beneficiary rights are created.

28.8 Electronic Contracting. Electronic acceptance has the same legal effect as a handwritten signature. You may print or save these Terms.

29. California Consumer Notice

Under California Civil Code Section 1789.3, California users are entitled to notice that the provider is Watchdog Pet Swap LLC, 30 N Gould St., Suite N, Sheridan, Wyoming 82801; email legal@joinwatchdog.com. Complaints or requests for information may be sent there. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834 or (800) 952-5210.

30. Contact Us

Questions, complaints, safety reports or notices concerning the Services or these Terms may be sent to:

Watchdog Pet Swap LLC
30 N Gould St., Suite N
Sheridan, Wyoming 82801
Support: hi@joinwatchdog.com
Legal Notices: legal@joinwatchdog.com

Schedule A — Community Standards

These standards describe the conduct Watchdog expects from community members. They supplement the Terms but do not guarantee that every member will comply or that Watchdog will detect or prevent misconduct.

Treat Every Pet as Your Own. Care for each dog with attention and responsibility, with comfort and safety as priorities.

Follow Care Instructions. Follow feeding, exercise, medication, supervision and behavioral instructions. Ask questions when instructions are unclear.

Communicate Proactively. Provide reasonable updates and promptly communicate changes in schedule, behavior or health.

Report Incidents Immediately. Contact the owner promptly if a pet is sick, injured, missing or behaving unusually and seek emergency assistance when reasonably needed.

Maintain a Clean and Safe Environment. Keep the environment reasonably secure and free from known hazards. Check gates, fences, doors, leashes and containment.

Respect Pickup, Drop-Off and Visit Times. Be punctual and promptly communicate delays or changes.

No Unauthorized Delegation. Do not pass responsibility to another person without the owner's express consent.

Protect Confidential Information. Do not disclose or misuse addresses, schedules, access credentials, home information or other private information.

Respectful Community Conduct. Do not engage in harassment, discrimination, threats, dishonesty, retaliation or abuse.

Watchdog may review alleged violations and take action, including warnings, restrictions, suspension or removal, in its discretion. These standards do not create a duty to monitor, investigate, mediate or guarantee safety.