



## Terms of Service

Last Updated: October 5, 2025

### Welcome to Ruh-Roh Retreat!

These Terms of Service ("**Terms**") govern your use of the online services operated by Ruh-Roh Retreat, LLC ("**Ruh-Roh Retreat**," "**we**," or "**us**"), including the website, tools, and features that connect pet owners ("**Owners**," "**you**," or "**your**") with approved pet sitters ("**Sitters**") (collectively, the "**Services**"). The Services allow Owners to submit pet sitting requests ("**Requests**"), be matched with one or more Sitters, and book in-home stays, drop-in visits, boarding, and other related services ("**Sittings**").

By accessing or using the Services, including by submitting a Request or booking a Sitting, you agree to be bound by these Terms. If you do not agree, you may not use the Services.

THESE TERMS CONTAIN A MANDATORY AND BINDING INDIVIDUAL ARBITRATION CLAUSE, CLASS ACTION WAIVER, WAIVER OF RIGHT TO A JURY TRIAL, AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

**Please read these Terms of Service carefully before accessing and using the Services.**

### 1. Acceptance

By accessing or using the Services, including by creating an account, submitting a Request, or booking a Sitting, you acknowledge that you have read, understood, and agree to be bound by these Terms and by our Privacy Policy available at <https://www.ruhrohretreat.com/privacy>. If you do not agree to these Terms, you may not use the Services.

If you use the Services on behalf of a company, organization, or other entity, you represent that you have the authority to bind that entity to these Terms. In that case, "you" will refer to both you as an individual and the entity you represent.

### 2. Updates to these Terms

We reserve the right to update these Terms from time to time by posting an updated version on the Services. If we make material changes, we will provide notice through the Services or by email prior to the changes taking effect. At our discretion, we may also email registered Owners with notification of changes. You are responsible for regularly reviewing these Terms, and your continued use of the Services after the effective date of a change constitutes your acceptance of the updated Terms. If you do not agree to the updated Terms, you must stop using the Services. If you have any questions about these Terms, contact us at [hello@ruhrohretreat.com](mailto:hello@ruhrohretreat.com).

### 3. Our Services

The Services are designed to connect pet owners with qualified and approved Sitters who provide care and companionship for pets through Sittings. Owners can submit Requests through the Services, receive matches with one or more available Sitters, and book Sittings with the Sitter of their choice. All Sittings are scheduled through the Services and take place at the location specified at the time of booking the Sitting, which may include the the Sitter's home or another agreed-upon location.

In addition to standard Sittings, the Services may also make available optional offerings from time to time, including, without limitation, pet transportation, grooming coordination, training support, group events, and other pet care-related resources. The availability of any optional offerings is at the discretion of the applicable Sitter as well as Ruh-Roh Retreat, and we reserve the right to add, modify, or discontinue such offerings at any time.

Ruh-Roh Retreat provides an online platform that allows Owners to connect with independent Sitters for pet care services. Ruh-Roh Retreat does not provide pet care services and is not a party to any Sitting arranged through the Services. Each Sitting is a direct arrangement between the Owner and the Sitter.

Sitters are independent providers and are not employees, agents, or representatives of Ruh-Roh Retreat. We do not control, supervise, or manage Sitters, and we make no guarantees regarding the quality, timing, or safety of any Sitting. Ruh-Roh

Retreat does not endorse or verify the qualifications, background, or suitability of any Sitter, except as expressly stated in the Services.

By using the Services, you understand and agree that Ruh-Roh Retreat is not responsible for and will not be liable for any interactions, communications, or arrangements between Owners and Sitters, including, without limitation, any personal injury, property damage, or loss that occurs in connection with a Sitting.

#### 4. Owner Eligibility

You must be at least 18 years old to use the Services. The Services are not directed to individuals under 18, and such individuals are not permitted to use the Services. By using the Services, you affirm that you are at least 18 years old. All use of the Services must comply with these Terms and any applicable laws. Ruh-Roh Retreat may suspend or remove any Owner from the Services at any time if we believe the Owner has violated these Terms, provided false information, or otherwise engaged in conduct that may harm the integrity or safety of the Services, Sitters, or other Owners.

#### 5. Sitter Eligibility

To use the Services as a Sitter, you must be at least 18 years old, be legally permitted to provide pet care services in your jurisdiction, and complete any registration, verification, or background screening processes required by Ruh-Roh Retreat. Sitters will not be included on the Services until their documentation has been reviewed and approved by Ruh-Roh Retreat. By applying or registering as a Sitter, you represent that all information you provide is accurate, complete, and kept up to date.

Ruh-Roh Retreat reserves the right to reject any application to become a Sitter on the Services for any reason or no reason at all, including, without limitation, insufficient experience, inaccurate or unverifiable information, or saturation of Sitters in a particular geographic area or service category. Approval as a Sitter is at the sole discretion of Ruh-Roh Retreat, and submitting an application does not guarantee acceptance.

Ruh-Roh Retreat may also limit the number of Sitters in certain categories, such as specific locations, types of pets, or services offered, to maintain balance on the platform and ensure that the Services remain beneficial to all Owners. Nothing in these Terms guarantees that a Sitter will be accepted into or remain active within any particular category.

Sitters must continue to meet all eligibility requirements for as long as they are active on the Services, including keeping profile information current, maintaining professional and ethical standards, following all applicable laws and animal care requirements, and promptly notifying Ruh-Roh Retreat of any changes that could affect eligibility. Ruh-Roh Retreat reserves the right, in its discretion, to reject, suspend, or remove any Sitter at any time, including if a Sitter fails to maintain eligibility or meet platform standards.

Sitters are independent providers, not employees, agents, or representatives of Ruh-Roh Retreat. Approval as a Sitter does not imply endorsement, ongoing monitoring, or certification by Ruh-Roh Retreat. We may deny, suspend, or revoke Sitter access to the Services at any time, including for failure to meet eligibility requirements, maintain professional standards, or comply with these Terms.

#### 6. Specific Services Disclaimers

Ruh-Roh Retreat provides the Services solely as a platform to facilitate connections between Owners and Sitters. Without limiting the general disclaimers in these Terms, you acknowledge and agree that:

- **No Direct Sitting by Ruh-Roh Retreat:** Ruh-Roh Retreat does not itself provide pet sitting, walking, boarding, grooming, training, or any related pet care services. All pet care services are provided independently by Sitters. The opinions or representations made by any Sitter are their own and do not reflect the views of Ruh-Roh Retreat.
- **Independent Contractors:** Sitters are independent providers and are not employees, agents, or representatives of Ruh-Roh Retreat. Ruh-Roh Retreat does not supervise, control, or direct the activities of Sitters and does not guarantee their performance.
- **No Guarantees of Outcomes:** Ruh-Roh Retreat does not guarantee the success, safety, or quality of any Sitting, or that any Sitter will meet an Owner's expectations.
- **Accuracy of Information:** While Ruh-Roh Retreat strives to verify the accuracy and reliability of profiles, listings, and other information provided through the Services, we cannot guarantee that any information provided on the Services, by a Sitter, or through any optional or linked services is accurate, complete, or reliable.
- **Optional Services:** Optional offerings made available through the Services from time to time, including, without limitation, pet transportation, training coordination, grooming referrals, or other pet-related resources, are provided for informational purposes only and are not a substitute for professional veterinary, medical, or behavioral advice.
- **Owner Responsibility:** Owners are solely responsible for evaluating the qualifications, reliability, and suitability of Sitters, and for determining how and whether to proceed with a Sitting.
- **No Endorsement:** Ruh-Roh Retreat may vet or review Sitters for general qualifications or experience, but does not endorse or guarantee any individual Sitter or service. The inclusion of any Sitter or optional offering on the Services does not constitute an endorsement or guarantee of quality or outcome.

- **Third-Party Services:** The Services may rely on third-party providers for payment processing, communication, or scheduling. Ruh-Roh Retreat is not responsible for the availability, reliability, performance, or security of any third-party service.
- **Interruptions:** The Services may be subject to interruptions, errors, or delays, and Ruh-Roh Retreat does not guarantee continuous, secure, or error-free operation.
- **No Responsibility for Conduct:** Ruh-Roh Retreat is not responsible for the actions, omissions, or conduct of any Owner or Sitter, whether online or offline. Each Owner and Sitter is solely responsible for their own conduct while using the Services.
- **No Veterinary Services:** The Services are not intended to diagnose, treat, or provide therapy for any medical, psychological, or behavioral conditions. Sitters are not veterinarians, veterinary technicians, or licensed medical professionals (unless explicitly stated in their qualifications, and even then, their role through the Services is limited to pet care). If a pet experiences a medical emergency, Owners should contact a licensed veterinarian or emergency animal clinic immediately.
- **Compliance with Laws:** Ruh-Roh Retreat does not guarantee that participation in any Sitting or use of the Services complies with the requirements of any jurisdiction. Owners and Sitters are solely responsible for ensuring their compliance with all applicable laws, regulations, and local ordinances.

When you schedule a Sitting through the Services, you acknowledge that the Sitting constitutes a direct agreement between you and the applicable Sitter. Ruh-Roh Retreat is not a party to that agreement and is not responsible for any disputes arising from or related to a Sitting. Ruh-Roh Retreat may, at its discretion, review feedback or intervene administratively to maintain the standards of the Services.

If you choose to purchase a Sitting through the Services, you acknowledge that such purchase will create an agreement strictly between you and the applicable Sitter, and at no time shall we be liable or responsible for any disputes between you and any Sitter featured on the Services. Ruh-Roh Retreat does, however, take Owner feedback seriously and may intervene administratively when necessary to uphold the standards of the Services.

**You assume all risks associated with your use of the Services or participation in a Sitting, and agree to hold Ruh-Roh Retreat, the Sitters, and all associated affiliates or successors harmless from and against any damage to personal or real property and any personal injury, including death.**

## 7. Access to the Services

Subject to your compliance with these Terms, Ruh-Roh Retreat grants you a limited, non-exclusive, non-transferable, and revocable right to access and use the Services for their intended purposes. You may use the Services only as permitted by these Terms and by applicable law.

Ruh-Roh Retreat does not guarantee that the Services will always be available, uninterrupted, secure, or error-free. Access to the Services may be suspended, limited, or terminated at any time for maintenance, updates, security reasons, or other business needs. Ruh-Roh Retreat may also restrict, suspend, or terminate access if you violate these Terms or any applicable law, misuse the Services, or create risks to Ruh-Roh Retreat, Sitters, or other Owners.

## 8. Owner Accounts

To use certain features of the Services, you must create an account ("**Owner Account**") by registering with your email address or by logging in through a supported third-party provider, such as Google or Facebook. When creating your Owner Account, you may be required to create a username, password, or provide third-party login details used to access your Owner Account ("**Credentials**"). Your Credentials must be accurate, truthful, and not misleading. You may not create Credentials that impersonate another person or entity, misrepresent your identity or affiliation, or contain vulgar, obscene, or otherwise inappropriate language.

When creating your Owner Account, you may be required to provide profile details, including your name, contact information, and other content that you choose to submit through the registration process or when you update your profile ("**Account Information**"). You may access and update your Account Information at any time through the "My Profile" section of the Ruh-Roh Retreat website. All Account Information must be accurate, complete, and not misleading, defamatory, or otherwise unlawful. You agree to keep your Account Information up to date at all times. We will treat your Account Information in accordance with our Privacy Policy.

Your Owner Account is personal to you and may not be shared with any other Owner. You may not permit anyone else to access your Owner Account without Ruh-Roh Retreat's express written permission. You are responsible for safeguarding your Credentials and for all activity that occurs under your Owner Account. Any access to the Services made through your Credentials will be deemed to have been made by you. You must promptly notify Ruh-Roh Retreat of any unauthorized use of your Owner Account or any other breach of security.

## 9. Owner Responsibilities

Owners are responsible for providing accurate, complete, and up-to-date information when creating an account, submitting a Request, or scheduling a Sitting. This includes information about the pet's behavior, health, medical conditions, vaccination status, dietary needs, and any other details necessary for the Sitter to provide safe and appropriate care.

Owners are solely responsible for supervising and securing their pets before and after a Sitting, and for providing all supplies necessary for care, such as food, leashes, crates, medications, and cleaning materials. Owners must communicate any specific care instructions clearly and in writing through the Services or as otherwise agreed with the Sitter.

Owners must treat Sitters with respect and professionalism and may not engage in harassment, discrimination, or any other inappropriate conduct. Owners are also responsible for any damage or injury caused by their pets during or after a Sitting, except to the extent prohibited by law.

If a pet becomes ill, injured, lost, or behaves aggressively during a Sitting, Owners must cooperate with the Sitter and Ruh-Roh Retreat in resolving the situation, including authorizing veterinary treatment when necessary. Ruh-Roh Retreat is not responsible for any veterinary bills or related expenses, which remain the sole responsibility of the Owner.

Owners agree not to circumvent the Services or attempt to arrange, pay for, or complete any Sitting outside the platform. Doing so may result in suspension or termination of access to the Services.

#### **10. Sitter Responsibilities**

Sitters are responsible for providing safe, attentive, and reliable care for each pet during the Sitting, consistent with the information provided by the Owner and the standards of the Services. Sitters must ensure that their designated location is safe, secure, clean, and appropriate for housing and caring for animals, including adequate space, shelter, and supervision.

Sitters must comply with all applicable laws, regulations, and ordinances related to animal care, housing, and safety, as well as any homeowner, landlord, or homeowners' association rules that apply to their designated location. Sitters are solely responsible for obtaining any permits, licenses, or insurance required to perform pet care services.

Sitters must follow the Owner's written care instructions to the extent reasonably possible, including feeding schedules, medication directions, and exercise or play requirements. Sitters must promptly notify the Owner through the Services if any emergency, illness, injury, or unexpected event occurs during a Sitting, and must take reasonable steps to ensure the pet's safety and well-being.

Sitters must communicate professionally with Owners, respect their property and confidentiality, and conduct themselves with courtesy and integrity. Sitters may not discriminate against Owners or pets based on breed, size, or other protected characteristics, except where necessary for safety or housing limitations.

Sitters may not transfer, subcontract, or delegate any portion of a Sitting to another person or entity without the prior written consent of the Owner and Ruh-Roh Retreat. Each Sitting must be conducted personally by the Sitter approved through the Services.

Sitters agree to maintain current and accurate profile information at all times, including availability, rates, and location. Sitters must use the Services for all communications, scheduling, and payments, and may not circumvent the platform or solicit Owners for off-platform Sittings.

Sitters are responsible for any damage or injury resulting from their acts or omissions during a Sitting, except to the extent prohibited by law. Ruh-Roh Retreat is not responsible for the condition or safety of the Sitter's location or any harm that occurs there.

#### **11. Emergency Veterinary Care**

If a pet becomes ill or injured during a Sitting, the Sitter must make reasonable efforts to contact the Owner immediately using the contact information provided through the Services. If the Owner cannot be reached in a timely manner and, in the Sitter's reasonable judgment, the situation requires immediate medical attention, the Sitter may transport the pet to the nearest available veterinary clinic or emergency animal hospital.

By using the Services, Owners authorize Sitters to obtain emergency veterinary care for their pets when necessary to prevent suffering, serious illness, or death, and agree to be solely responsible for all veterinary costs and related expenses incurred as a result. Ruh-Roh Retreat is not responsible for any veterinary bills, treatment decisions, or outcomes of emergency care.

Sitters must promptly notify the Owner and Ruh-Roh Retreat of any emergency veterinary care obtained, provide available documentation of the incident, and cooperate in good faith to resolve any related matters. Sitters are not expected to provide or pay for veterinary services personally but must exercise reasonable care and judgment in responding to emergencies.

#### **12. Background Checks**

To promote trust and safety within the Services, Ruh-Roh Retreat may use third-party background check providers to verify certain information about Sitters, including, without limitation, criminal history, identity verification, and sex offender registry status ("**Background Checks**").

By applying to become or continuing to act as a Sitter, you authorize Ruh-Roh Retreat and its third-party background check providers to obtain and review your Background Check information, subject to applicable laws. You understand and agree that Ruh-Roh Retreat may use this information to determine your eligibility to participate in the Services. You further authorize Ruh-Roh Retreat to conduct additional or periodic Background Checks at any time while you are active on the platform, to the extent permitted by law.

Sitters must provide any additional information or documentation reasonably requested by Ruh-Roh Retreat or its background check provider to complete verification. Failure to provide required information or to pass a Background Check, as determined in Ruh-Roh Retreat's sole discretion, may result in denial, suspension, or removal from the Services.

Owners acknowledge that Ruh-Roh Retreat may, but is not required to, conduct Background Checks on Sitters. Ruh-Roh Retreat does not guarantee that any Background Check is complete, accurate, or up to date, and disclaims any warranties or representations regarding the results of such checks. Owners are solely responsible for determining whether a Sitter meets their standards for trust and suitability. Ruh-Roh Retreat is not liable for the conduct, omissions, or background of any Sitter, whether or not a Background Check has been performed. By using the Services, Owners agree that they rely on any Background Check information at their own risk.

Ruh-Roh Retreat may, consistent with applicable law, use a third-party background check provider to process and store information collected in connection with Background Checks. Sitters may contact Ruh-Roh Retreat at [insert email address] for more information about the background check process or to dispute the accuracy of Background Check information.

### **13. Owner and Sitter Conduct**

All Owners and Sitters must use the Services responsibly and agree not to:

- Use the Services other than for its intended purpose.
- Provide false, misleading, defamatory, obscene, harassing, abusive, hateful, discriminatory, or otherwise unlawful content or communications.
- Engage in harassment, bullying, discrimination, or disrespectful conduct toward any Owner, Sitter, or Ruh-Roh Retreat representative, or use the Services in any way to discriminate against any individual or class of individuals protected under federal, state, or local laws, or which may have a discriminatory impact against any individual or class of individuals, or which otherwise promotes illegal, racist, or discriminatory activities or outcomes.
- Misrepresent their identity, qualifications, eligibility, or affiliation with any person or entity.
- Share access to their account with another person without Ruh-Roh Retreat's express written permission.
- Share nonpublic features of the Services or any content contained on the Services with any third party.
- Interfere with or disrupt the Services, including by transmitting viruses, malware, or other harmful code.
- Attempt to gain unauthorized access to the Services, to other user accounts, or to Ruh-Roh Retreat's systems.
- Use the Services for spam, solicitations, advertising, or other commercial purposes not expressly authorized by us.
- Attempt to circumvent the Services by exchanging personal contact information with Owners or Sitters.
- Make any payment to a Sitter, or receive a payment from an Owner, other than through the Services.
- Infringe or misappropriate the intellectual property, privacy, or other rights of us, Owners, Sitters, or third parties.
- Reproduce, duplicate, copy, sell, rent, lease, resell, or exploit for commercial purposes any portion of the Services.
- Modify or create derivative works based on the Services.
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Remove or alter any copyright, watermark, attribution marks, or other proprietary notices on the Services or contained in the software used to provide the Services.
- Use or access the Services to provide time-sharing or other computer hosting services to third parties.
- Upload, download, post, email, or otherwise transmit any material that contains software viruses or any other code, files, or programs designed to interrupt, destroy, or limit the functionality of any software, hardware, or equipment.
- Use a robot, spider, scraper, or other automated means to access the Services without our permission.
- Access, tamper with, or use non-public areas of the Services. Unauthorized individuals attempting to access these areas of the Services may be subject to prosecution.
- Disrupt or interfere with other users' enjoyment of the Services.
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the software used to provide the Services.
- Access the Services to build, or help others build, a similar or competitive product.
- Frame or link to the Services except as permitted in writing by us.
- Engage in conduct that could harm the reputation, security, or proper functioning of the Services or Ruh-Roh Retreat.

Ruh-Roh Retreat reserves the right to investigate any alleged violation of these rules, to remove or edit any content, and to suspend or terminate access to the Services for conduct that violates these Terms or creates risks to Ruh-Roh Retreat, Owners, Sitters, or any third party. You are encouraged to report misconduct, abuse, or violations of these Terms directly to us.

## **14. Safety**

Ruh-Roh Retreat is committed to maintaining a safe, respectful, and trustworthy environment for both Owners and Sitters. To support this goal, all participants agree to act with professionalism, integrity, and care when using the Services or participating in a Sitting. Owners and Sitters are expected to take reasonable steps to ensure the safety and well-being of all pets, people, and property involved in a Sitting. This includes:

- Following applicable animal care, health, and safety laws and regulations.
- Accurately representing pets' behavior, medical history, and care needs.
- Providing and maintaining safe, clean, and appropriate environments for pets.
- Treating all animals humanely and with respect at all times.
- Refraining from any behavior that may harm or endanger an animal, person, or property.

Sitters must monitor pets in their care and take reasonable steps to prevent injury, escape, or other unsafe situations. Owners must provide up-to-date information about their pets' needs, health, and temperament, and ensure that their pets are suitable for the environment at the Sitter's designated location.

Owners and Sitters must behave respectfully and professionally in all in-person interactions and communications conducted through the Services. Harassment, discrimination, threats, abuse, or inappropriate conduct of any kind is strictly prohibited.

Owners and Sitters should promptly report any safety concerns, inappropriate behavior, suspected abuse, or incidents involving harm, neglect, or unsafe conditions to Ruh-Roh Retreat by contacting [hello@ruhrohretreat.com](mailto:hello@ruhrohretreat.com). Reports may also be submitted through the Services, if that feature is available. Ruh-Roh Retreat reserves the right to investigate reported incidents and, at its discretion, suspend or remove any Owner or Sitter whose conduct is deemed unsafe, unprofessional, or inconsistent with these Terms.

While Ruh-Roh Retreat strives to promote safety and trust among participants, it cannot control the actions or conduct of Owners, Sitters, or third parties. By using the Services, you acknowledge that you engage in all interactions and Sitzings at your own risk.

## **15. Reporting and Investigation Procedure**

Ruh-Roh Retreat takes reports of safety concerns, misconduct, or policy violations seriously. To help maintain a safe and professional environment, Owners and Sitters are expected to promptly report any incidents or concerns involving pets, people, or property that occur in connection with the Services. Reports may be submitted to Ruh-Roh Retreat at [hello@ruhrohretreat.com](mailto:hello@ruhrohretreat.com), or through any designated reporting feature made available through the Services. When submitting a report, please provide as much detail as possible, including:

- The date, time, and location of the incident;
- The names of all individuals and pets involved;
- A description of what occurred; and
- Any supporting documentation, such as photos, messages, or receipts.

Upon receiving a report, Ruh-Roh Retreat will acknowledge receipt and conduct an initial review to determine whether the issue appears to involve a potential violation of these Terms, applicable laws, or platform safety standards. Ruh-Roh Retreat may, at its discretion, temporarily suspend access to the Services for any Owner or Sitter while an investigation is pending.

Ruh-Roh Retreat may request additional information, documentation, or statements from the reporting and responding parties. While Ruh-Roh Retreat strives to handle investigations promptly and fairly, the scope and timing of any investigation will depend on the nature of the report and the information available. Investigations may include, without limitation, reviewing communications exchanged through the Services, contacting witnesses, consulting with third-party experts (such as veterinarians or legal advisors), and cooperating with law enforcement or animal welfare authorities when appropriate.

Following an investigation, Ruh-Roh Retreat may take any action it deems appropriate, including issuing a warning, suspending or terminating an account, withholding or refunding payments, or referring the matter to law enforcement or other authorities. Ruh-Roh Retreat's determinations are final and made at its sole discretion.

Notwithstanding Ruh-Roh Retreat's involvement in any investigation, Ruh-Roh Retreat does not guarantee that every report will result in disciplinary action or that it will be able to resolve all disputes or incidents. By using the Services, you acknowledge that Ruh-Roh Retreat is not responsible for the actions, omissions, or conduct of Owners, Sitters, or third parties, and that your participation in Sitzings and use of the Services is at your own risk.

## **16. Pets and Property Damage**

Owners are solely responsible for their pets, including any injury, illness, loss, or damage their pets may cause to people, property, or other animals before, during, or after a Sitting. This includes, without limitation, damage to a Sitter's home, personal belongings, or other pets located at the Sitter's designated location. Owners must disclose any behavioral issues, aggression history, or known risks associated with their pets before scheduling a Sitting. Owners agree to reimburse Sitters for

reasonable costs arising from any property damage or personal injury caused by their pets during a Sitting. Ruh-Roh Retreat may, but is not required to, facilitate communication or resolution between the parties.

Sitters are responsible for exercising reasonable care and supervision of pets during a Sitting and for maintaining a safe and secure environment at their designated location. Sitters must immediately notify Owners of any injury, illness, escape, or property damage involving a pet. Sitters are not liable for injuries, illnesses, or losses that occur despite reasonable care, or for incidents resulting from inaccurate or incomplete information provided by the Owner. Sitters are also responsible for any damage they cause to an Owner's property or belongings during the drop-off, pick-up, or handling of pets, except to the extent caused by factors outside their control.

Ruh-Roh Retreat is not responsible for any property damage, personal injury, pet illness, or loss arising out of or related to a Sitting, whether caused by an Owner, Sitter, pet, or third party. Ruh-Roh Retreat does not provide insurance coverage for Owners, Sitters, or pets, and it makes no guarantees regarding the availability or adequacy of any third-party insurance coverage that may be obtained by a participant. By using the Services, you agree that any dispute or claim relating to pet or property damage will be resolved directly between the Owner and the Sitter, and that Ruh-Roh Retreat will not be liable for any losses, costs, or damages related to such disputes.

Owners and Sitters are strongly encouraged to maintain appropriate insurance policies, including homeowner's, renter's, pet liability, or business coverage, as applicable to their participation in the Services.

## **17. Requests**

Users may submit Requests through the Services at no cost. Each Request must be accurate, complete, and submitted in good faith. Users are solely responsible for the content of their Requests, including all information about their pets, care needs, preferred dates, and any special requirements. Requests may not contain false, misleading, defamatory, infringing, obscene, or unlawful material.

Requests may be made in two ways: (1) Direct Requests, where an Owner submits a Request directly to a specific Sitter; or (2) General Requests, where Ruh-Roh Retreat uses the information provided by the Owner to identify and suggest one or more Sitters who may be suitable for the Owner's needs.

For General Requests, Ruh-Roh Retreat uses the information provided to identify and suggest one or more Sitters who may be available or suitable. Matching is based on the information available to Ruh-Roh Retreat and is provided as a convenience only. Ruh-Roh Retreat does not guarantee that any particular Sitter will be available, that a Sitter's qualifications will meet the Owner's expectations, or that a match will result in a confirmed Sitting.

Direct Requests are available only for certain Sitters, at their discretion, or for Sitters with whom the Owner has previously completed a Sitting. Sitters may change their preferences regarding the availability of Direct Requests at any time through their account settings, and Ruh-Roh Retreat will make reasonable efforts to honor those preferences.

Sitters may review Requests made available to them through the Services, but may not use Request information for any purpose other than evaluating whether to accept a Sitting. Sitters must keep all Request information confidential, except as necessary to provide pet care through the Services.

Users may not use the Services to request, and Sitters may not provide, any services that are unlawful, unethical, unsafe, or inconsistent with these Terms. This includes, without limitation, any request or service involving illegal animal activity, unlicensed breeding, or conduct that violates animal welfare laws or public health regulations.

Ruh-Roh Retreat reserves the right to remove or reject any Request that violates these Terms or that it deems inappropriate, unsafe, unlawful, or harmful to the Services, Owners, Sitters, or Ruh-Roh Retreat. Ruh-Roh Retreat may also suspend or terminate any account and/or withhold access to the Services if it determines, in its discretion, that the Services are being used for prohibited or improper purposes.

## **18. Sitzings**

Sittings are in-person pet care arrangements between Owners and Sitters made through the Services. All Sitzings are scheduled through Ruh-Roh Retreat's third-party scheduling provider ("**Scheduling Provider**") and take place at the Sitter's designated location. Owners are responsible for submitting accurate Requests and selecting a Sitter that meets their needs, and Sitters are responsible for keeping their availability up to date.

Owners and Sitters are expected to conduct all Sitzings in a safe, respectful, and lawful manner. Sitters must provide appropriate and attentive care throughout the Sitting, consistent with the Owner's written instructions and the information provided through the Services. Owners must provide all necessary supplies and information in advance, including food, medications, and emergency contact information, and must ensure that their pet is suitable for the environment at the Sitter's designated location.

Ruh-Roh Retreat is not responsible for late drop-offs or pickups, missed Sitzings, or any issues arising from travel delays, miscommunication, or circumstances beyond its control. Sitters are solely responsible for supervising the pets in their care during each Sitting, and Owners remain responsible for the behavior, health, and welfare of their pets.

Pets may not be recorded, photographed, or otherwise documented for promotional or commercial purposes without the express prior consent of the Owner. If a recording or image is approved, it may only be used for the limited purpose authorized by all parties. This limitation does not include pictures or videos shared directly between Owner and Sitter.

Ruh-Roh Retreat reserves the right to monitor compliance with these Terms but does not supervise, control, or direct the performance of Sitzings. Sitters are solely responsible for the care and handling of pets during each Sitting, and Owners are solely responsible for deciding whether to use or rely on a particular Sitter. Ruh-Roh Retreat may investigate complaints regarding Sitting conduct and may suspend or terminate an Owner or Sitter for conduct that is unsafe, unprofessional, unlawful, or otherwise inconsistent with these Terms.

## **19. Sitting Locations**

Each Sitting will take place at the Sitter's designated location, as identified in their Sitter Profile or otherwise communicated between the Sitter and Owner. Sitters are solely responsible for ensuring that any location where Sitzings occur is safe, clean, sanitary, and suitable for providing pet sitting services. Sitters represent and warrant that they have all legal rights, licenses, permits, and other authorizations required to use the location for pet care or related services, and that such use complies with all applicable laws, zoning ordinances, lease terms, and homeowners' or association rules.

Owners acknowledge and agree that Ruh-Roh Retreat does not own, operate, manage, inspect, or control any Sitting location, and does not independently verify the safety, condition, cleanliness, or compliance of any such location. Ruh-Roh Retreat makes no representations or warranties regarding the adequacy or suitability of any Sitting location. Owners are solely responsible for evaluating whether a Sitting location meets their pet's needs and comfort level, and for raising any questions or concerns with the Sitter directly before confirming a Sitting.

To the fullest extent permitted by law, Ruh-Roh Retreat disclaims all liability arising out of or related to the condition, safety, or suitability of any Sitting location, including, without limitation, any loss, injury, illness, or property damage occurring at or in connection with a Sitting location.

Sitters and Owners each agree to notify Ruh-Roh Retreat promptly if they become aware of any unsafe or unsanitary conditions, hazards, or other concerns related to a Sitting location. Ruh-Roh Retreat reserves the right, in its sole discretion, to suspend or remove Sitters who fail to maintain an appropriate environment for pet sitting services.

## **20. Sitting Fees**

Each Sitting is subject to a fee ("**Sitting Fee**"), which is displayed through the Services and must be paid in full at the time of booking. Sitting Fees are processed through Ruh-Roh Retreat's designated third-party payment processor, such as Stripe ("**Payment Processor**"). By purchasing a Sitting, you agree to comply with any terms and conditions of the Payment Processor in addition to these Terms.

Sitting Fees are collected by Ruh-Roh Retreat, which retains a service fee and remits the remaining portion to the applicable Sitter as described in the 'Sitter Fees' section. Unless otherwise specified, Sitting Fees are non-cancellable and non-refundable once paid.

By purchasing a Sitting through the Services, you authorize Ruh-Roh Retreat to charge your designated payment method for the full Sitting Fee at the time of purchase. Payment information must be provided directly to the Payment Processor. Ruh-Roh Retreat does not collect or store payment card numbers or other financial information that could be used to make a charge.

Ruh-Roh Retreat facilitates Sitting Fee payments through the Payment Processor but is not itself a party to any transaction between an Owner and a Sitter. All Sitting Fees are charged to Owners and paid out to Sitters through the Services as described in these Terms. Ruh-Roh Retreat is not responsible for, and will not be liable for, any disputes, claims, or disagreements between an Owner and a Sitter regarding Sitting Fees, payment amounts, or the quality of services provided. Any such disputes must be resolved directly between the Owner and the Sitter.

Sitting Fees may be subject to applicable federal, state, or local taxes. Unless otherwise stated, prices displayed on the Services are exclusive of taxes. If Ruh-Roh Retreat is required to collect or withhold taxes in connection with your Sitting, we will notify you and collect those amounts at the time of purchase.

Owners are responsible for ensuring that payment information is accurate and up to date. A Sitting is confirmed when a confirmation email is sent to the address provided at the time of purchase. If you experience technical difficulties after submitting payment, it is your responsibility to check your email for confirmation. Ruh-Roh Retreat is not responsible for any loss, monetary or otherwise, resulting from a failure to verify your Sitting confirmation. If a payment is declined or fails to process, Ruh-Roh Retreat may cancel the Sitting until the issue is resolved.

## 21. Rescheduling

Sittings may be rescheduled at any time, provided the request is made more than 24 hours before the scheduled Sitting start time. If a rescheduling request is made within 24 hours of the scheduled start time, rescheduling may be offered at the Sitter's discretion. No-shows or same-day cancellations are not eligible for rescheduling unless the Sitter expressly agrees to reschedule at no additional charge. Each Sitting may only be rescheduled once unless otherwise agreed by the Sitter.

Sittings must be rescheduled through the link provided in the confirmation email or through the rescheduling option available on the Services. Requests made outside the Services (including by phone, text, or email) are not considered confirmed until the updated Sitting is reflected in the Owner's account.

Sitters who are unable to host a scheduled Sitting must provide notice as soon as possible. If a Sitter reschedules a Sitting, the Owner's confirmed Sitting remains valid for the new date, and no additional payment will be required. Ruh-Roh Retreat reserves the right to suspend or remove Sitters who repeatedly cancel or reschedule Sittings without good cause.

Ruh-Roh Retreat is not responsible for cancellations or rescheduling caused by weather, travel delays, pet illness, or other circumstances outside its control. Any rescheduling arrangements made between Owners and Sitters must comply with these Terms and be confirmed through the Services.

## 22. Refunds

Unless stated otherwise in these Terms, all Sitting Fees are final and non-refundable. Refunds are permitted only in the following limited circumstances: (i) if a Sitter is unable to reschedule the Sitting within 30 days of the originally-scheduled Sitting date (provided the reschedule request complied with the 'Rescheduling' section of these Terms; or (ii) if the Sitter is no longer active on the Services due to voluntary removal or being removed from the Services by us.

If a refund is approved under these circumstances, the Sitting Fee will be refunded to the same payment method used at the time of purchase. Associated service fees may be refunded only on a case-by-case basis. All refunds will be provided solely to the original payment method, and we are not responsible for issuing refunds to an alternative payment source.

If we process a refund in error, we reserve the right to recharge the original method of payment, limited to the amount issued in error. We reserve the right to cancel any Sitting purchased through the Services, without notice, if: (i) the amount paid for a Sitting is incorrect; (ii) the Sitter is no longer available on the Services; or (iii) any other error has occurred, whether due to human error or transactional malfunction on the Services. If Ruh-Roh Retreat exercises this right to cancel a Sitting, you will receive a refund of the full amount paid, including the Sitting Fee and any associated fees.

**Refunds provided under this section are the sole and exclusive remedy available to Owners in connection with canceled Sittings, rescheduling issues, or transactional errors.**

## 23. Sitter Fees

Sitters will receive a flat fee for each completed Sitting in the amount specified in separate documentation provided to the Sitter by Ruh-Roh Retreat at the time of onboarding ("**Sitter Fee**"). Sitters are not entitled to receive payment for any Sitting that is not completed, including Sittings that are canceled, missed, or otherwise not delivered, regardless of whether the cancellation was initiated by the Owner or the Sitter. If a Sitter repeatedly reschedules Sittings or fails to provide notice of rescheduling at least 24 hours before the scheduled start time, Ruh-Roh Retreat may suspend the Sitter's ability to accept Sittings or remove the Sitter from the Services.

Ruh-Roh Retreat may update Sitter Fees at any time upon no less than 30 days' prior written notice to the Sitter. Sitter Fees will be paid through Ruh-Roh Retreat's designated Payment Processor. Sitters may be required to create and maintain an account with the Payment Processor (a "**Connected Account**") to receive payments. Alternatively, Ruh-Roh Retreat may request ACH, bank account, or other payment details necessary to process payouts.

Ruh-Roh Retreat will issue Sitter Fees within 7 days after completion of the applicable Sitting, unless an alternative schedule is agreed upon in writing. Sitters are responsible for providing accurate and current payment information. Ruh-Roh Retreat is not responsible for failed or delayed payouts caused by incorrect, incomplete, or outdated payment information. Ruh-Roh Retreat will attempt to issue payment for up to 180 days from the date a payment first becomes due. If, after that time, Ruh-Roh Retreat cannot complete the payment for reasons outside its control—including, without limitation, the Sitter's failure to provide accurate payment details or respond to communications—the Sitter will forfeit the right to receive that payment, and Ruh-Roh Retreat may retain the funds.

The Sitter Fees represent Ruh-Roh Retreat's sole financial obligation to the Sitter for completed Sittings or any other services provided by the Sitter. Ruh-Roh Retreat retains sole discretion to determine the cost of Sittings to Owners, including any discounts, promotions, or other pricing arrangements offered through the Services.

Before receiving any Sitter Fees, Sitters must provide all documentation required by Ruh-Roh Retreat or the Payment Processor, which may include government-issued identification, proof of residency, or tax forms such as IRS Form W-9. If a Sitter fails to provide the required documentation, payments may be delayed or withheld until the documentation is complete. If a Sitter earns more than six hundred dollars (\$600) in a calendar year, or if otherwise required by law, Ruh-Roh Retreat will issue an IRS Form 1099 for tax reporting purposes. Sitters are solely responsible for reporting and paying all applicable taxes associated with the amounts they receive through the Services. Ruh-Roh Retreat does not provide tax or legal advice and is not responsible for any Sitter's failure to comply with tax obligations.

## 24. Sitter Representations

By participating in the Services as a Sitter, you represent, warrant, and agree that:

- **Accuracy of Information:** All information you provide in connection with your profile, eligibility documentation, and participation in the Services is true, accurate, current, and complete. You will promptly update your information if it changes and will not misrepresent your identity, experience, or qualifications.
- **Competence and Care:** You have the skills, experience, and qualifications necessary to provide safe, reliable, and humane pet care, and you will perform all Sitzings with the degree of care, attention, and professionalism expected of a responsible pet care provider.
- **Confidentiality:** You will treat all Confidential Information (as defined in these Terms) received from Owners or Ruh-Roh Retreat in accordance with the 'Confidentiality' section of these Terms. You will not use Confidential Information for your personal or professional benefit or for any purpose other than providing pet sitting services through the Services.
- **Legal Compliance:** You will comply with all applicable laws, ordinances, and regulations related to pet care, business operations, housing, licensing, and animal welfare. You have obtained all necessary licenses, permits, or insurance required in your jurisdiction to provide pet sitting services and will maintain them at all times while using the Services.
- **Ethical Conduct:** You will provide services in a lawful, safe, and ethical manner. You will not engage in abuse, neglect, mistreatment, or any other behavior that endangers animals or people.
- **No Unsolicited Promotion:** You will not use the Services or any Sitting for the promotion of goods, products, or services other than the Sitting itself. You may not advertise or sell your own services or the services of another business unless explicitly authorized by Ruh-Roh Retreat.
- **Independent Identity:** You will hold yourself out to Owners under your own name and not as an employee, affiliate, or representative of Ruh-Roh Retreat.
- **No Misrepresentation:** You will not make any statements, representations, or warranties to an Owner on behalf of Ruh-Roh Retreat. You acknowledge that you are not an agent of Ruh-Roh Retreat and have no authority to bind or obligate Ruh-Roh Retreat in any way. If you make unauthorized representations, you assume all risks, liabilities, and expenses arising from them and agree to indemnify Ruh-Roh Retreat for any resulting harm.
- **No Off-Platform Payments:** You will not solicit or accept payment directly from Owners outside the Services for pet sitting, boarding, walking, training, or any related services. All payments must be processed through the Services. You will not take any action to circumvent the Services or Ruh-Roh Retreat's role in facilitating Sitzings, including attempting to avoid payment of service or platform fees.
- **Independent Contractor Status:** You acknowledge and agree that you are an independent contractor, not an employee, agent, or representative of Ruh-Roh Retreat. You are solely responsible for your own taxes, insurance, business registrations, and other legal obligations that apply to your services. Nothing in these Terms creates any partnership, joint venture, or employment relationship between you and Ruh-Roh Retreat.

## 25. Sitter Publicity

By using the Services, both Owners and Sitters acknowledge and agree that Ruh-Roh Retreat may advertise, promote, or otherwise display information about their participation in the Services. Without additional authorization, Ruh-Roh Retreat may publicly display a participant's first name, city or general location, profile photo, and general service or participation information (such as pet preferences, availability, and experience).

For any additional information provided through the Services — including, without limitation, your full name, likeness, image, voice, video, biographical information, testimonials, or any other content you provide, upload, or make available through the Services — you grant Ruh-Roh Retreat a non-exclusive, worldwide, royalty-free, perpetual, and irrevocable license to use, reproduce, publish, modify, display, distribute, and otherwise exploit such information and content, in whole or in part, for the purposes of operating, promoting, and improving the Services.

This license includes the right for Ruh-Roh Retreat to use your name and likeness contained in any information, images, videos, or other User-Generated Content (defined below) you make available through the Services. This license does not entitle you to any additional payment or compensation and remains in effect for as long as the content is available on or through the Services, or as necessary for Ruh-Roh Retreat to operate and promote the platform.

Ruh-Roh Retreat will not sell your personal information or use your likeness in any way that is false, misleading, or inconsistent with the Services' intended purpose.

## **26. Non-Circumvention**

You acknowledge that Ruh-Roh Retreat invests significant time, effort, and resources to connect Owners and Sitters through the Services. Accordingly, you agree not to circumvent or attempt to circumvent the Services. If you are a Sitter, you may not provide, and if you are an Owner, you may not request or obtain, any pet sitting or related services from one another outside of the Services. All payments between Owners and Sitters introduced through the Services must occur exclusively through the platform. Without limiting any other rights or remedies available to Ruh-Roh Retreat under these Terms or applicable law, Ruh-Roh Retreat may suspend, restrict, or terminate your access to the Services if it reasonably believes you have engaged in or attempted to engage in conduct intended to circumvent the platform, including direct solicitation, off-platform payments, or any other actions designed to avoid Service Fees. Ruh-Roh Retreat reserves the right to monitor usage of the Services and to investigate any suspected circumvention, including, without limitation, contacting Owners or Sitters directly.

## **27. User-Generated Content**

Our Services may allow you to create Requests, including Request descriptions, imagery, and related information, and the Services may also contain blogs, message boards, shared drives and cloud storage, chat rooms, and other interactive features that allow you to upload, create, link, share, access, and otherwise submit information and content (collectively, **"User-Generated Content"**). User-Generated Content additionally includes any content that you make available during a Sitting. User-Generated Content will be treated as non-confidential and may be viewable by Sitters and other Owners. You are solely responsible for the accuracy, quality, integrity, and legality of your User-Generated Content.

You agree not to upload, download, post, email, or otherwise transmit any content that, without limitation:

- Contains your contact information or any other information intended to permit communication with another Owner or Sitter outside of the Services.
- Infringes, misappropriates, or otherwise violates the intellectual property or proprietary rights of any third party.
- Contains false, misleading, or deceptive information.
- Violates another person's rights of publicity, celebrity, or privacy, including, without limitation, uploading a picture or likeness of another person without their consent.
- Contains images, content, or illustrations depicting animal cruelty or violence.
- Promotes or depicts illegal activities, including, without limitation, illegal drug use, underage drinking, illegal gambling, fraud, or other unlawful or unaccepted business practices.
- Contains or promotes raffles, sweepstakes, giveaways, multi-level marketing schemes, or otherwise promotes commercial products or services not expressly authorized by Ruh-Roh Retreat.
- Misrepresents your affiliation with, or impersonates, another person, organization, or business entity.
- Contains images, content, or illustrations that promote or glorify weapons, firearms, explosives, or violence.
- Is unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, profane, indecent, inflammatory, libelous, tortious, hateful, discriminatory, or otherwise objectionable on the basis of race, ethnicity, gender, religion, sexual orientation, disability, or any other protected category.
- Constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," spam, chain letters, pyramid schemes, or any other form of solicitation.
- Would constitute or encourage a criminal offense, give rise to civil liability, or otherwise violate any local, state, or national law.
- Incites, promotes, or supports discrimination, hostility, or violence against any individual or group.
- Contains malicious code, viruses, or other harmful software intended to damage, interfere with, or disrupt the Services or the systems of other Owners or Sitters.
- Interferes with or undermines the academic integrity of any institution, including but not limited to requests for plagiarism, ghostwriting, or other unethical academic practices.

We or our designees shall have the right (but not the obligation), at our sole discretion, to reject or remove User-Generated Content that is available via the Services if it violates these Terms or is otherwise objectionable to us, and we may do so without any obligation to you, monetarily or otherwise.

**You agree that any User-Generated Content that you post or make available through the Services is your original content or that you otherwise have all necessary rights and permission to use or post such User-Generated Content.**

By providing User-Generated Content to Ruh-Roh Retreat through the Services, you grant Ruh-Roh Retreat a worldwide, non-exclusive, royalty-free, transferable, and sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and publicly display your User-Generated Content in any media or format now known or later developed. You acknowledge and agree that Ruh-Roh Retreat may record, store, edit, or otherwise modify your User-Generated Content at its discretion, including, without limitation, correcting typographical errors, formatting for display, or adding the Ruh-Roh Retreat name or logo. You further agree that your User-Generated Content may be published

or displayed on the Services, on our social media accounts, and in other advertising, promotional, marketing, and quality assurance materials. You retain ownership of your User-Generated Content, subject to the license granted to us in this section. You understand that Ruh-Roh Retreat has no obligation to use, display, or maintain any User-Generated Content, and may remove it at any time for any reason or no reason at all. You are solely responsible for ensuring that your User-Generated Content complies with these Terms, including the restrictions set forth in the Prohibited User-Generated Content section.

## **28. Sharing Pet Photos and Videos**

Sitters may take photos or videos of pets in their care and share them directly with the corresponding Owner for updates, communication, or documentation related to the Sitting. Sitters may not share, post, or distribute such content publicly without the Owner's consent, except where shared with Ruh-Roh Retreat as described below.

By sharing or authorizing the sharing of any photos, videos, testimonials, or other content with Ruh-Roh Retreat, you grant Ruh-Roh Retreat a non-exclusive, worldwide, royalty-free, perpetual, and irrevocable license to use, reproduce, publish, modify, and display that content for lawful business purposes, including marketing, advertising, social media, website, and promotional use.

Owners grant permission for Ruh-Roh Retreat to use and display images or videos of their pets that are shared through the Services, whether provided by the Owner or a Sitter. This includes use of the photos or videos for marketing or promotional purposes, including on Ruh-Roh Retreat's website, social media, and print media.

You understand and agree that you will not receive any compensation for such use and that Ruh-Roh Retreat is under no obligation to use any content. If you wish to opt out of future use or request removal of specific content, you may contact

## **29. Confidentiality**

In the course of using the Services, Owners and Sitters may share or receive information that is personal, professional, or otherwise sensitive ("Confidential Information"). Confidential Information includes, without limitation, pet details, care instructions, household or property information, contact details, Personal Information (as defined in our Privacy Policy), and any other nonpublic information disclosed in connection with the Services. Confidential Information does not include information that: (i) is or becomes publicly available without breach of these Terms; (ii) was lawfully known to the receiving party before disclosure; (iii) is independently developed without use of or reference to the Confidential Information; or (iv) is lawfully obtained from a third party without restriction.

Owners and Sitters agree to keep all Confidential Information received through the Services strictly confidential and to use such information only as necessary to participate in pet sitting or optional services through the Services. Confidential Information may not be disclosed to any third party without the express prior consent of the disclosing party, except where required by law. Confidential Information may not be used for any personal, academic, or professional gain outside of the Services.

You acknowledge that we cannot control, and are not responsible or liable for, the use or disclosure of your Confidential Information by other Owners or Sitters with whom you choose to share it. You acknowledge that you share Confidential Information through the Services at your own risk and agree to hold Ruh-Roh Retreat harmless from any claims, losses, or damages arising out of or relating to the use, misuse, or disclosure of your Confidential Information by another Owner or Sitter.

## **30. Data Security**

Ruh-Roh Retreat takes reasonable steps to protect Confidential Information submitted through the Services, but cannot guarantee the security of information transmitted over the internet or through third-party platforms such as our Payment Processor and Scheduling Provider. You understand that the technical processing and operation of the Services, including the processing of your Confidential Information, may involve transmissions over various networks and changes to conform and adapt to the technical requirements of connecting networks or devices. We will maintain commercially reasonable administrative, physical, and technical safeguards designed for the protection, confidentiality, and integrity of your Confidential Information. You acknowledge and agree that hosting content online involves risks of unauthorized disclosure or exposure, and that by accessing and using the Services, you assume these risks. We offer no representation, warranty, or guarantee that your information will not be exposed or disclosed through errors or actions of third parties or us, including negligence. By using the Services, Owners and Sitters acknowledge and accept these limitations.

## **31. Owner Privacy**

In using the Services, you may transmit Personal Information (defined in our Privacy Policy) to us, other Owners, or to Sitters. You understand that we do not control the types of Personal Information that you share with other Owners, and that we cannot control how such Owners will use or disclose your Personal Information. Our Privacy Policy outlines the categories of Personal Information and other data we collect, as well as how we collect, store, and use it. By accepting these Terms, you expressly

consent to our disclosure and use of your Personal information as described in our Privacy Policy. We encourage you to read our Privacy Policy before you submit any Personal Information to the Services.

Without limiting the terms of our Privacy Policy, you acknowledge and agree that we may disclose your Personal Information, including your name, email address, and account activity, when we believe, in our sole discretion, that such disclosure is necessary or appropriate to: (i) comply with legal processes; (ii) enforce these Terms; (iii) respond to claims that your User-Generated Content violates the rights of third-parties; (iv) to investigate the use of or respond to alleged violations or infringement of Third-Party Content (defined herein); or (v) to protect our rights, property, or personal safety or that of other Owners or the public.

### **32. Term and Termination**

These Terms of Service continue in full force and effect while you are using the Services. We, without prior notice, may suspend or terminate your use of the Services at any time if, in our sole discretion, your use of the Services is in violation of these Terms or applicable laws or if we otherwise reasonably believe that your use of the Services could cause damage to the Services, the rights of other Owners or Sitters, or for any other reason, even if not expressly set forth in these Terms. Our right to suspend and/or terminate your access to or use of the Services does not limit our right to seek any other remedy through these Terms or at law.

Suspension or termination of your right to access the Services may result in the deletion of your Owner Account and all associated Personal Information and User-Generated Content. Upon notice of suspension or termination of your Owner Account, you agree to stop accessing or using the Services immediately. If we terminate your access or use of the Services for cause, your right to access any scheduled and incomplete Sitzings will cease, and we will have no obligation to refund any Sitting Fees or provide you with any other refund, credit, or other benefit.

### **33. Preservation of Your Account Information**

We reserve the right, but not the obligation, to maintain your Personal Information, even after your Owner Account is closed. You acknowledge and agree that we may preserve your Personal Information and may also disclose your Personal Information for as long as necessary to enforce our legal agreements, including these Terms, and maintain a record of transactions on the Services, such as the purchase by you of Sitzings, and for any other purposes unless expressly prohibited by applicable law.

### **34. Our Proprietary Rights**

You acknowledge and agree that the Services contain proprietary information protected by copyright, trademark, and other applicable intellectual property and proprietary laws. Ruh-Roh Retreat and our licensors retain all rights, title, and interest in and to the Services, including, without limitation, all software, technology, text, graphics, logos, names, trade names, service marks, trade dress, designs, audio, video, data, documentation, and other materials provided by us (collectively, "**Ruh-Roh Retreat IP**").

Nothing in these Terms transfers or assigns to you any ownership interest in the Ruh-Roh Retreat IP. Subject to your compliance with these Terms, you are granted only a limited, non-exclusive, non-transferable, and revocable right to access and use the Services for their intended purposes. These Terms do not grant you any right to reproduce, copy, modify, adapt, translate, prepare derivative works of, distribute, license, sell, resell, transfer, publicly display, publicly perform, transmit, or otherwise exploit the Ruh-Roh Retreat IP, except as expressly permitted under these Terms or with our prior written consent.

All rights not expressly granted in these Terms are reserved by Ruh-Roh Retreat and its licensors. Unauthorized use of the Ruh-Roh Retreat IP may violate intellectual property laws and may result in termination of your Owner Account, in addition to any other remedies available to us at law or in equity.

### **35. Feedback**

You may provide us or make public on the Services notes, emails, postings, letters, suggestions, reviews, concepts, or other written materials related to the Services (collectively, "**Feedback**"). You acknowledge and agree that you do not maintain and will not assert any ownership, intellectual property rights, or other rights to the Feedback. You further agree that any Feedback provided to us will not be considered Confidential Information and that we are permitted to freely share, disclose, modify, create derivative works of, or otherwise use the Feedback for any purpose. Should the ownership of the Feedback be found under applicable law not to be our property, you hereby grant us a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate Feedback into any of our products or services.

### **36. DMCA Notice**

We respect the intellectual property rights of others. Pursuant to the Digital Millennium Copyright Act (DMCA), we will respond expeditiously to claims of copyright infringement on the Services if submitted to our designated Copyright Agent, as described below. Upon receipt of a notice alleging copyright infringement, we will take whatever action we deem appropriate within our sole discretion, including removal of the allegedly infringing materials and termination of access for repeat infringers of protected content.

If you believe that your intellectual property rights have been violated by a third party who has uploaded materials to our Services or by us, please provide the following information to the designated Copyright Agent listed below:

- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Services;
- An address, telephone number, and email address where we can contact you and, if different, an email address where the alleged infringing party, if not we, can contact you;
- A statement that you have a good-faith belief that the use is not authorized by the copyright owner or other intellectual property rights owner, by its agent, or by law;
- A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf; and
- Your electronic or physical signature.

We may request additional information before removing any allegedly infringing material. If we remove the allegedly infringing materials, we may notify the person responsible for posting such materials that we have removed or disabled access to them. We may also provide the responsible person with your email address so they may respond to your allegations.

For questions regarding this DMCA Notice or to notify us of possible copyright infringement on our Services, please contact us at [hello@ruhrohretreat.com](mailto:hello@ruhrohretreat.com).

### **37. Parental Controls**

Our Services are intended for Owners over 18. As such, we do not implement technological controls intended to prevent minors from visiting our Services and must rely on parents and guardians to decide what content and materials are appropriate for children to view and purchase. There are parental control protections available that may assist parents in limiting access to content and materials that may be harmful to minors, and if you are a parent or guardian of an Owner of our Services, you are encouraged to determine the applicability of parental controls for use with the Services.

### **38. Third-Party Content**

The Services may contain content or links to third-party websites, advertisements, and other content not owned or controlled by us ("**Third-Party Content**"). We do not endorse or assume any responsibility for any such Third-Party Content. If you access Third-Party Content from the Services, you do so at your own risk and understand that these Terms and our Privacy Policy do not apply to your use of Third-Party Content. You expressly relieve us from any and all liability arising from your use of Third-Party Content, and any terms related to Third-Party Content are solely between you and the Third-Party Content provider. You agree that we will not be responsible for any reliance or damages relating to your use of Third-Party Content.

### **39. Third-Party Services**

The Services may provide access to or integrate with third-party applications, services, websites, and other services that are not owned or controlled by us ("**Third-Party Services**"). Third-Party Services include, without limitation, our Payment Processor and Scheduling Provider. All Third-Party Services are provided "As-Is," and we do not warrant any Third-Party Services, regardless of whether they are required to use our Services. We do not endorse or assume any responsibility for Third-Party Services, and you expressly relieve us from any and all liability arising from your use of Third-Party Services. If you access Third-Party Services from the Services, you do so at your own risk and understand that any use by you of Third-Party Services is solely between you and the applicable Third-Party Services provider and that these Terms do not apply to your use of Third-Party Services. We shall not be responsible for any disclosure, modification, or deletion of your Confidential Information, Personal Information, or User-Generated Content resulting from access by Third-Party Services. Additionally, we are not responsible for downtime or unavailability of Third-Party Services outside our reasonable control, and in no event will we be liable for any indirect, special, incidental, punitive, or consequential damages, including loss of data, business interruption, or loss of profits arising from the use or the inability to use Third-Party Services.

### **40. Payment Processor**

All payments made through the Services are processed through a third-party payment processor ("**Payment Processor**"). By utilizing our third-party Payment Processor, you agree to their separate terms of service and/or privacy policy. We reserve the right to change the Payment Processor at any time. You understand and agree that we will not be held liable for your failure to complete a transaction through a Payment Processor on the Services. We are in no way responsible for resolving any dispute, support, penalty, or issue that may occur between you and the Payment Processor or any Sitter.

### **41. Disclaimer of Warranties**

THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. YOUR USE OF THE SERVICES, AND ANY SITTING OR INTERACTION WITH OTHER OWNERS OR SITTERS, IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RUH-ROH RETREAT, LLC, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND LICENSORS (COLLECTIVELY, "RUH-ROH RETREAT") DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION,

ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, OR ACCURACY.

WITHOUT LIMITING THE FOREGOING, RUH-ROH RETREAT MAKES NO WARRANTY THAT: (i) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (ii) THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THE SERVICES OR SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (v) THE RESULTS OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE, RELIABLE, OR SUITABLE FOR YOUR PARTICULAR PURPOSES; (vi) ANY ADVICE, INFORMATION, OR GUIDANCE PROVIDED BY A SITTER OR OWNER IS ACCURATE, COMPLETE, OR RELIABLE; OR (vii) ANY OWNER, PET, OR SITTER WILL BE SAFE, SUITABLE, OR AVAILABLE, OR THAT ANY PARTICULAR SITTING WILL BE SUCCESSFUL, SAFE, OR FREE FROM INCIDENT.

ANY INFORMATION, CONTENT, OR MATERIALS MADE AVAILABLE THROUGH THE SERVICES ARE PROVIDED FOR GENERAL INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE VETERINARY, MEDICAL, TRAINING, BEHAVIORAL, OR OTHER PROFESSIONAL ADVICE. OWNERS SHOULD CONSULT A LICENSED VETERINARIAN OR QUALIFIED PROFESSIONAL REGARDING ANY QUESTIONS OR CONCERNS ABOUT THEIR PET'S HEALTH, BEHAVIOR, OR SAFETY. RUH-ROH RETREAT DOES NOT CONTROL OR ENDORSE ANY PARTICULAR SITTER OR THEIR METHODS, AND ANY RELIANCE ON INFORMATION OR SERVICES PROVIDED THROUGH THE PLATFORM IS AT YOUR OWN RISK.

SITTERS ACKNOWLEDGE THAT RUH-ROH RETREAT DOES NOT GUARANTEE ANY MINIMUM INCOME, BUSINESS OPPORTUNITY, OR CONTINUED ACCESS TO THE SERVICES. OWNERS ACKNOWLEDGE THAT ANY PET CARE, ADVICE, OR GUIDANCE PROVIDED BY A SITTER IS PROVIDED INDEPENDENTLY AND AT THE OWNER'S SOLE DISCRETION AND RISK.

YOU AGREE THAT RUH-ROH RETREAT IS NOT RESPONSIBLE OR LIABLE FOR ANY: (A) DAMAGE TO YOUR PROPERTY, PET, COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT; (B) LOSS, CORRUPTION, OR UNAUTHORIZED ACCESS TO DATA; (C) LOSS OF INCOME OR BUSINESS; OR (D) PERSONAL INJURY, ILLNESS, OR DEATH OF ANY PERSON OR ANIMAL, THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES, ANY SITTING, OR ANY CONTENT MADE AVAILABLE THEREIN.

NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY RUH-ROH RETREAT OR THROUGH THE SERVICES CREATES ANY WARRANTY NOT EXPRESSLY SET FORTH IN THESE TERMS.

#### **42. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, WILL RUH-ROH RETREAT, LLC, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, TRANSMITTING, OR DISTRIBUTING THE SERVICES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. THIS INCLUDES, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, PETS, PERSONAL PROPERTY, OR OTHER INTANGIBLE LOSSES (EVEN IF RUH-ROH RETREAT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT ARISE OUT OF OR RELATE TO THE SERVICES OR THESE TERMS.

THIS LIMITATION APPLIES, WITHOUT LIMITATION, TO: (i) YOUR USE OR INABILITY TO USE THE SERVICES; (ii) ANY ACTIONS WE TAKE OR FAIL TO TAKE IN RESPONSE TO COMMUNICATIONS YOU SEND US; (iii) STATEMENTS OR CONDUCT OF ANY OTHER OWNER, SITTER, OR THIRD PARTY, WHETHER ONLINE OR OFFLINE; (iv) ANY LOSS OR DAMAGE RELATED TO THE SERVICES PROVIDED THROUGH A SITTING, INCLUDING ADVICE, RECOMMENDATIONS, OR ACTIONS BY A SITTER; (v) ANY PERSONAL INJURY, PROPERTY DAMAGE, PET LOSS, INJURY, OR DEATH OCCURRING BEFORE, DURING, OR AFTER A SITTING; OR (vi) ANY OTHER MATTER RELATING TO YOUR USE OR INABILITY TO USE THE SERVICES OR TO COMPLETE A SITTING.

**YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RUH-ROH RETREAT'S TOTAL LIABILITY TO YOU UNDER THESE TERMS EXCEED THE GREATER OF: (A) ONE HUNDRED DOLLARS (\$100); OR (B) THE TOTAL AMOUNT YOU HAVE PAID IN SITTING FEES RELATING TO THE SITTING OR REQUEST GIVING RISE TO THE CLAIM.**

ANY CLAIM ARISING UNDER THESE TERMS MUST BE BROUGHT WITHIN 12 MONTHS AFTER THE SITTING OR REQUEST GIVING RISE TO THE CLAIM OCCURRED OR SHOULD HAVE OCCURRED; OTHERWISE, SUCH CLAIM IS PERMANENTLY BARRED.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, RUH-ROH RETREAT'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**43. Indemnification**

To the maximum extent permitted by applicable law, you agree to release, indemnify, and hold harmless Ruh-Roh Retreat from and against any and all claims, actions, damages, demands, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to: (i) your access to or use of the Services for any illegal purposes; (ii) your interaction with other Owners or Sitters; (iv) any damage to or loss of personal or real property caused by a pet; (v) your failure to provide accurate or complete information regarding you or your pet, including medical history, vaccination status, or behavioral issues; (vi) your violation of these Terms or of any applicable law; or (vii) your violation of any rights of any third party. You further agree to hold us harmless from any claims or expenses resulting from or related to injury, illness, or death of any pet under your care, except to the extent directly caused by our gross negligence or willful misconduct.

**44. Release**

If you have a dispute with one or more Owners or Sitters, you release Ruh-Roh Retreat from claims, demands, and damages (actual and consequential) of every kind, known and unknown, arising out of or in any way connected with such disputes.

**YOU HEREBY WAIVE CALIFORNIA CIVIL CODE §1542, OR ANY SIMILAR REQUIREMENT IN ANY OTHER JURISDICTION, WHICH STATES:**

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

**45. Dispute Resolution**

For any dispute between you and a Sitter and/or Owner, you are advised to contact the Sitter directly. You may also contact us at [hello@ruhrohretreat.com](mailto:hello@ruhrohretreat.com), and we may, but are not obligated to, attempt to resolve the dispute informally by contacting the applicable Sitter. All dispute decisions by us are final and are at our sole discretion. If you disagree with our decision, then you may pursue whatever option is available to you with respect to the Owner and/or Sitter, but you acknowledge and agree that Ruh-Roh Retreat will not be a party to such a dispute and has no obligation to provide assistance or otherwise take part in the dispute resolution process beyond the actions specified in this subsection.

For any dispute with us, you agree first to contact us at [hello@ruhrohretreat.com](mailto:hello@ruhrohretreat.com) and attempt to resolve the dispute for at least 60 days before initiating any arbitration or court proceeding. If we are unable to resolve the dispute informally, you and we agree that any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this provision to arbitrate, shall be determined solely and exclusively by binding arbitration before a single arbitrator. You and we also agree that the arbitration shall be conducted by the American Arbitration Association (AAA) under the Commercial Arbitration Rules and that such arbitration will be conducted in Orange County, California, unless you and we agree otherwise. Each party will be responsible for paying AAA filing, administrative, and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. This arbitration provision is governed by the Federal Arbitration Act.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NO CLASS ACTION OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION OR OTHER PROCEEDING UNDER THESE TERMS. UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

**46. Governing Law**

The laws of the United States and the State of California govern these Terms without regard to conflict-of-law principles. Any dispute between the parties that is excluded from arbitration or that cannot be heard in small claims court shall be resolved in the state courts located in Orange County, California, and the parties hereby submit to the personal jurisdiction of those courts.

**47. Entire Agreement**

These Terms of Service and any other terms and agreements incorporated herein by reference constitute the entire agreement between you and us concerning the Services.

**48. Severability**

In the event that any provision of these Terms is considered invalid, illegal, or unenforceable by a court of competent jurisdiction having authority to bind the parties under any applicable statute or rule of law, such provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision and the remaining provisions of these Terms shall in no way be affected or impaired.

**49. No Waiver**

Our failure at any time to enforce any of the provisions of these Terms or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of these Terms. A waiver of any default by us will not be deemed a continuing waiver but will apply solely to the instance to which such waiver is directed.

**50. Headings; Summaries**

The section headings appearing in these Terms are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or affect such section.

**51. Notices and Electronic Communication**

By providing us with your email address, you consent to receive our related communications and notices electronically, and you agree that all agreements, notices, disclosures, and other communications that we provide to you via the Services or email satisfy any legal requirement for such communications to be in writing. If you would like a physical address to send correspondence to Ruh-Roh Retreat, you may email us at [hello@ruhrohretreat.com](mailto:hello@ruhrohretreat.com), and we will provide you with a mailing address.

**Contact**

For questions regarding these Terms of Service, contact us at [hello@ruhrohretreat.com](mailto:hello@ruhrohretreat.com).