

Terms of Use

Last Updated February 3, 2025

These Terms of Use (“Terms”) are a legal agreement between you and Happy Dog Cuisine, LLC (“Happy Dog Cuisine,” “we,” “us,” or “our”) and the user of Happy Dog Cuisine’s Services or Products (as hereinafter defined) (“you” or “your”). We make our website <https://www.HappyDogCuisine.com> (“Website”) available in order to provide you with information about our company, products, and services, and also so that you can order our products. Your use of the Website, any related mobile applications, our owned and operated social media channels, and our dog food delivery service, and any services we provided in connection therewith, including the Happy Dog Cuisine’s Referral Program (as defined below) (collectively, the “Services”), as well as your purchase of Happy Dog Cuisine’s products through the Services (“Products”), are subject to these Terms.

BY USING THE SERVICES AND/OR PURCHASING PRODUCTS, YOU AGREE TO AND WILL BE DEEMED TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY FOUND AT <https://www.happydogcuisine.com/store-policy> INCORPORATED HEREIN BY REFERENCE. If you do not want to be bound by these Terms or the Privacy Policy, do not use the Services or Products.

These Terms include: (1) AN ARBITRATION PROVISION; AND (2) A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST US.

We may occasionally update these Terms. When we do update these Terms, we will also revise the “Last Updated” date at the top of these Terms. If we make changes to these Terms that, in our discretion, we consider significant, we will post the updated Terms on the Website and we may also send emails to our subscribers containing a link to the revised Terms or provide alternative notice of changes to the Terms in our discretion. It is your responsibility to check these Terms for changes prior to use of the Services or Products. Your continued use of the Services or Products after we post an update to these Terms indicates your acceptance of the updated Terms.

The owner of the Services and Products is based in the United States. We provide this Website, Services, and Products for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

1. Membership and Account Security:

1.1 This Website is offered and available to users who are 13 years of age or older and reside in the United States or any of its territories or possessions. An individual or household may only create one (1) customer account on the Site. By using this Website, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website. While you may browse the Website and order some Products as a guest user, to purchase our dog food Products or access certain Services, you must submit an application to become a subscriber to our dog food delivery Services. You must be 18 years of age or

older and legally capable of entering into binding contracts in order to apply, and we may accept or reject your application in our sole discretion. If approved, when you create an account, you agree you are responsible for maintaining the confidentiality and security of your account by, among other things: (i) Ensuring that your registration details are true, up to date, and accurate; (ii) Not sharing your password, letting anyone else access your account, transferring your account to any other person, or taking other actions that might jeopardize the security of your account.

An individual or household may only create one (1) customer account on the Site.

1.2 You agree to comply with these Terms and all applicable laws, statutes, ordinances, and regulations regarding your use of our Services and your purchase of Products through them. We reserve the right in our sole discretion to disable or terminate your account for any and no reason, including if, in our opinion, you violate these Terms.

1.3 When you visit the Website, send SMS text messages, emails to us, or online chat with us, you are communicating with us electronically. By doing so, you consent to receive communications from us electronically. All communications are governed by our Privacy Policy found at <https://www.happydogcuisine.com/store-policy>. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. In addition, by using our Services or Products, you consent to receive SMS text messages sent through an automatic telephone dialing system on the phone number associated with your account. You understand that you are not required to provide this consent as a condition of purchasing any Products from us. You also understand that you

may opt out of receiving text messages from us at any time by contacting info@HappyDogCuisine.com or by replying “STOP” to any text messages received from us. You can also manage your communication preferences in your account.

2. Content and Links:

2.1 The text, images, photographs, graphics, logos, illustrations, descriptions, data, and other material provided by or otherwise through the Services, as well as the selection, assembly, and arrangement thereof, are referred to collectively as the “Content.” The Content may contain errors, omissions, or typographical errors or may be out of date. We may change, delete, or update any Content at any time and without prior notice. The Content is provided for informational purposes only and is not binding on us in any way except to the extent it is specifically indicated to be so.

2.2 Unless otherwise noted through the Services, The Happy Dog Cuisine’s name, trademark, service mark, and logo, and all related names, logos, Product and Service names, designs, and slogans (“Marks”), the Services, and all Content are protected under copyright, trademark, and other intellectual property laws. You agree that Happy Dog Cuisine and/or its licensors own all right, title, and interest in and to the Marks, Content, and Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Marks, Services, and Content including, without limitation, the exclusive right to create derivative works. You may view and use the Content only for your personal information and for using the Services, and for no other purpose, including but not limited to, any commercial purpose, and you shall retain intact all copyright and other proprietary notices. Any use of the Content, except as specifically permitted in these Terms or as otherwise

expressly permitted in the Content or in a writing signed by us, is strictly prohibited. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of these Terms, your right to use the Services will stop immediately, and you must, at our option, return or destroy any copies of the materials you have made.

2.3 Links to other Internet sites operated by third parties, including Website vendors, do not constitute sponsorship, endorsement, or approval by Happy Dog Cuisine of the content, policies, or practices of such linked sites. Linked sites are not operated, controlled, or maintained by the Services or by us, and we are not responsible for the availability, content, security, policies, or practices of linked sites, including, without limitation, privacy policies and practices. Links to other sites are provided for your convenience only, and you access them at your own risk.

1. Services Access:

3.1 Happy Dog Cuisine grants you a limited right to access and utilize the Services for personal use. However, you are prohibited from downloading (except for page caching) or altering the Services or any part thereof without our express prior written consent. This access right excludes: resale or commercial use of the Services, including the Website or its contents; collecting and using any Product listings, descriptions, or prices; creating derivative works of the Services or the Website; downloading or copying account information for another merchant's benefit; or using data mining, robots, or similar tools for gathering and extracting data. The Services or any part thereof may not be reproduced, duplicated, copied, sold, visited, or exploited for any commercial or non-profit purpose without our express written consent.

3.2 You may not frame or use framing techniques to enclose any Content, trademark, logo, or other proprietary information of the Services without our express prior written consent. Additionally, you may not use any meta tags or hidden text utilizing the Website's name or any Marks without our express prior written consent. Unauthorized use terminates the permission granted herein, and any violation of these Terms may result in copyright, trademark, or other intellectual property infringement, subjecting the offender to civil and/or criminal penalties.

3.3 You may only use the Services for lawful purposes and in accordance with these Terms. You agree not to use the Website: (i) in any way that violates any applicable law or regulation; (ii) to exploit or harm minors; (iii) to transmit any advertising or promotional material without our consent; (iv) to impersonate any entity; (v) to engage in conduct that restricts or inhibits anyone's use or enjoyment of the Website; (vi) in any manner that could disable or impair the site; (vii) with any device or software that interferes with the Website's proper functioning; (viii) to introduce malicious or harmful material; (ix) to attempt unauthorized access or disrupt the Website's operation; or (x) in any manner that interferes with the proper functioning of the Website.

1. Subscriptions, Renewals, and Cancellations:

4.1 Recurring Subscription Payments: By signing up for our subscription plans, you agree to recurring orders of Products from us. Your subscription involves an initial charge followed by periodic recurring charges at the intervals specified in your subscription page. You acknowledge and accept responsibility for all recurring charges until cancellation of your subscription. We may bill your payment method periodically without further authorization until you cancel your subscription. Additionally, we may store and continue billing your payment method to avoid

interruption of your subscription and calculate taxes based on the billing information you provide.

4.2 Automatic Renewal and Cancellation: If you purchase a subscription through the Services, it will automatically renew at the specified frequency, and your payment method will be charged accordingly. To avoid future charges, you must cancel your subscription at least six (6) days prior to the start of the delivery window indicated in your account. Subscription fees charged before the cancellation effective date will not be refunded. If you cancel, you will retain subscription benefits until the current term ends, after which they will expire.

1. Products, Orders, Shipment, Pricing, and Payment:

5.1 Price Adjustments: The pricing of our products and any associated delivery charges, as displayed on our Services, may not include taxes. We reserve the right to modify our subscription plans or adjust product pricing at any time and in any manner at our discretion. Unless otherwise stated in these Terms, any changes in pricing or subscription plans will be communicated to you with reasonable notice. Failure to cancel your subscription within the specified timeframe after receiving notice of a price change will result in automatic renewal at the revised price.

5.2 Payment Terms: By purchasing a subscription to our products, you agree to pay the applicable fees and taxes in U.S. Dollars. Failure to make timely payments will lead to subscription termination. Payment for all products must be made via credit or debit card, with accepted methods including American Express, Visa, and Mastercard. We reserve the right to update accepted payment methods. You confirm that all payment information provided is accurate and authorize us or our payment processor to use the provided payment method for transactions.

5.3 Credit Card Authorization: During certain actions such as updating payment methods or subscribing to paid services, you may notice temporary credit card authorization holds. These holds, common in anti-fraud measures, do not reflect actual charges and are typically released after validation. Contact your credit card provider for clarification if needed.

5.4 Order Processing and Shipment: Upon receiving your product order, we'll issue an order confirmation. However, this confirmation doesn't signify acceptance of your order; it merely acknowledges receipt. We reserve the right to accept, decline, or modify orders at our discretion. Title and risk of loss for purchased products transfer to you upon delivery to our carrier. We may ship partial orders without additional charge, and tracking information, if available, will be provided by our courier. While we aim for timely delivery, specific delivery dates or times cannot be guaranteed.

5.5 Product Usage and Resale: All products offered through our Services are for personal use only and may not be resold. Wholesalers or retailers interested in bulk purchases should contact us directly.

5.6 Product Availability and Pricing Accuracy: We reserve the right to modify product offerings and prices at any time. If a product is unavailable or listed with incorrect information or pricing due to error, we may cancel affected orders or adjust prices accordingly.

5.7 Product Updates: We may update our products to comply with relevant laws or regulatory requirements or to implement improvements. We'll inform you of any significant changes to the products as required by law.

1. Terms and Conditions of Happy Dog Cuisine's Referral Program:

Welcome to Happy Dog Cuisine's Referral Program! Our program allows eligible Happy Dog Cuisine customers (referred to as "Referrers") to refer eligible individuals (referred to as "Referred Customers") to purchase Products from Happy Dog Cuisine. From time to time, Happy Dog Cuisine may offer temporary promotions, discounts, incentives, or store credit (collectively referred to as "HDC Credit"), which may be modified or discontinued by Happy Dog Cuisine at its discretion. This section outlines your participation in the Happy Dog Cuisine Referral Program. If any terms in this section conflict with the rest of these Terms, this section will prevail only concerning the Happy Dog Cuisine Referral Program.

When you participate in Happy Dog Cuisine's Referral Program, we may send you a notice (referred to as an "Invitation") containing a unique referral link ("Referral Link") to share with your friends and family. Please note that the provision of Invitations is at the sole discretion of Happy Dog Cuisine, and customers are not guaranteed to receive them. Each Invitation specifies the HDC Credit, incentive, or discount (if applicable) that the Referrer will receive for each Referred Customer (the "Referrer Credit"), as well as the HDC Credit, incentive, or discount that each Referred Customer will receive (the "Referred Credit"). To qualify for the Referrer Credit, Referrers must adhere to the terms, conditions, and guidance outlined in the Invitation, including how to share the Referral Link and the expiration date of the Referral Link. By participating in Happy Dog Cuisine's Referral Program, you confirm that you are at least 18 years old, a legal resident of the United States, have obtained necessary consent from potential customers, and will comply with relevant laws such as CAN-SPAM and TCPA.

Please understand that any communications regarding Happy Dog Cuisine's Referral Program are sent by you as an individual, not on behalf of Happy Dog Cuisine. You are not an agent of Happy Dog Cuisine, nor are you acting in a representative capacity. Therefore, while you can include your Referral Link in communications about Happy Dog Cuisine's Referral Program, you must not include any of our Marks or materials without written permission. Your communications must be truthful, and you must respect requests to stop receiving messages about Happy Dog Cuisine.

A "Referred Customer" is an individual who: (a) clicks on a Referral Link to place an order on the Website or through the Services before the end of the Referral Program or campaign; (b) does not cancel the order before shipment and does not seek a refund within ninety (90) calendar days (the "Return Period"); and (c) is a new Happy Dog Cuisine customer who is at least eighteen (18) years old and a legal resident of the United States. A Referred Customer cannot be a returning or existing Happy Dog Cuisine customer.

To be eligible for a Referral Reward, a Referrer must refer at least one (1) Referred Customer to Happy Dog Cuisine, or the minimum number specified in campaign rules, subject to adjustment at Happy Dog Cuisine's discretion. Once a Referred Customer meets the conditions mentioned above using a Referrer's Referral Link, the applicable Referrer is eligible to receive the Referrer Credit, if available. Referrer Credit and Referred Credit will be sent within thirty (30) days after meeting the conditions. Referrers are typically eligible for up to Six Hundred US Dollars (\$600) in HDC Credit per calendar year, subject to change by Happy Dog Cuisine. Additional Invitations may be sent to Referrers who have reached their Referral Credit limit.

Each Referred Customer will also receive the Referred Credit specified in the relevant Referral Link. An individual may only create one (1) customer account and receive one (1) Referred Reward, even if multiple Referral Links are received and attempted.

HDC Credit will be applied to the next purchase made by the Referrer or Referred Customer and is non-transferable, redeemable, or exchangeable. HDC Credit can only be used on the Website to purchase Products from Happy Dog Cuisine and must be redeemed within twelve (12) months of receipt. Referral Rewards and Referred Rewards may have additional limitations specified in the relevant Invitation.

In addition to the conditions outlined above, we may terminate your eligibility for Referral Rewards or Referred Rewards or terminate your account if you engage in any of the following actions: (a) opening multiple accounts to generate additional rewards; (b) using spam or other prohibited methods to refer customers; (c) providing false information; (d) offering unauthorized incentives; (e) using Happy Dog Cuisine's brand inappropriately; (f) selling or transferring your Referral Link; (g) violating third-party rights; or (h) paying for advertising related to your Referral Link or Happy Dog Cuisine's Referral Program without permission.

1. Terms and Conditions for Promotional Discount Links:

By accessing and using Happy Dog Cuisine's promotional links for discounts on Products or other related Services, you agree to adhere to the following terms and conditions in conjunction with the overarching Terms:

(a) Use of Promotions:

- Promotions must be utilized lawfully and for their intended audience and purpose.
- They are not to be duplicated, sold, or transferred in any manner unless expressly permitted by Happy Dog Cuisine.
- Happy Dog Cuisine reserves the right to disable or modify Promotions at any time without liability.
- Promotions may only be used according to the specific terms established by Happy Dog Cuisine.
- They hold no cash value and may expire before use.

(b) Non-Combination:

- Promotions cannot be combined with other offers.

(c) Expiration and Adjustment:

- Promotions may have expiration dates, subject to adjustment by Happy Dog Cuisine at their discretion.

(d) Redemption Limitation:

- Promotions are only redeemable through the Services for the purchase of available Products and cannot be applied retroactively.

(e) Non-Transferability:

- Promotions are non-transferable, non-refundable, and cannot be exchanged for cash unless required by law.

(f) Redemption Process:

- To redeem a Promotion, click on the promotional link before making a purchase, subject to additional restrictions.

(g) Payment Requirement:

- Any remaining balance beyond the Promotion value must be paid using an acceptable form of payment.

(h) Responsibility for Delivery:

- Happy Dog Cuisine is not liable for incorrect delivery of electronic or physical Promotions or for lost or stolen Promotions.

(i) Applicable Charges:

- Sales tax and shipping charges apply to items purchased using Promotions.

(j) Termination of Eligibility:

- Happy Dog Cuisine may terminate your eligibility to redeem Promotions or your account for fraudulent activity or violation of policies.

(k) Reservation of Rights:

- Happy Dog Cuisine reserves the right to refuse, modify, cancel, or review any Promotion or orders suspected of fraud or policy violation.

Please adhere to these terms and enjoy the benefits of our Promotions responsibly.

1. User Contributions:

User Contributions may be facilitated through various interactive features within the Services, such as message boards, personal web pages or profiles, forums, bulletin boards, review sections, and similar features collectively referred to as "Interactive Services". Through these Interactive Services, users can post, submit, publish, display, or transmit content or materials, herein referred to as "User Contributions".

All User Contributions must adhere to the Content Standards outlined in these Terms. Any User Contribution you make on the Services is considered non-confidential and non-proprietary. By providing any User Contribution on the Services, you grant us, our affiliates, and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose such material to third parties for any purpose.

You affirm that (i) you have the necessary rights to all User Contributions and can grant the aforementioned license, and (ii) all your User Contributions comply with these Terms.

You acknowledge that you are solely responsible for any User Contributions you submit or contribute. You bear full responsibility for the legality, reliability, accuracy, and appropriateness of such content. Happy Dog Cuisine is not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

1. Monitoring and Enforcement; Termination:

We reserve the right to (i) remove or decline to post any User Contributions at our discretion, (ii) take appropriate action regarding any User Contribution we deem necessary or appropriate, including if it violates the Terms or infringes on any

rights, poses a threat to user safety or public welfare, or could create liability for Happy Dog Cuisine, (iii) disclose your identity or other pertinent information to any third party asserting rights violations, and (iv) pursue legal action, including referral to law enforcement, for any unlawful or unauthorized use of the Website.

We may fully cooperate with law enforcement or court orders requesting disclosure of the identity or information of anyone posting materials on or through the Services. By using the Services, you waive any claims against Happy Dog Cuisine, its affiliates, and licensees arising from actions taken by any of the aforementioned parties during, or as a consequence of, investigations by such parties or law enforcement authorities.

We do not pre-screen all material before its posting on the Services, and we cannot guarantee immediate removal of objectionable content after posting. Therefore, we assume no liability for any actions or inactions regarding transmissions, communications, or content provided by users or third parties. We hold no liability or responsibility to anyone for the performance or nonperformance of the activities described in this section.

1. Content Standards:

These content standards are applicable to all User Contributions and the utilization of Interactive Services. User Contributions must fully adhere to all relevant federal, state, local, and international laws and regulations. User Contributions must not: (i) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; (ii) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) infringe upon any patent, trademark, trade secret, copyright, or other intellectual

property or other rights of any other individual; (iv) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could result in any civil or criminal liability under applicable laws or regulations or that may be in conflict with these Terms of Use and our Privacy Policy; (v) be likely to deceive any person; (vi) promote any illegal activity or advocate, promote, or assist any unlawful act; (vii) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person; (viii) impersonate any person or misrepresent your identity or affiliation with any person or organization; (ix) involve commercial activities or sales (except as specifically provided for herein), such as contests, sweepstakes, and other sales promotions, barter, or advertising; or (x) give the impression that they originate from or are endorsed by us or any other individual or entity, if this is not the case.

11. Disclaimer and Limitation of Liability:

11.1 General Disclaimer: Happy Dog Cuisine makes no warranties or representations whatsoever concerning the products or the services, including the availability, completeness, or timeliness of that content, information, and materials. Happy Dog Cuisine also does not warrant or represent that your access to or use of the services will be uninterrupted or free of errors or omissions, that defects will be corrected, or that the services and any referral links are free of computer viruses or other harmful components. The products and the services are provided to users "as is," with no warranty of any kind, either express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security, accuracy, or the availability or quality of any products available through the services. The foregoing disclaimers are expressly made a condition of any transaction arising through or

as a result of the services. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

11.2 No Medical Advice: We may suggest a certain type of meal plan for your pet based on criteria specified by you through your account for the services. You acknowledge that our recommended meal plan is intended as a guide only. It is your responsibility as a pet owner to monitor your pet's weight and condition and to inform us of any changes in either weight or condition as these may impact your meal plan. If you have any concerns about your pet's weight and condition, please consult your veterinarian. Any information given by any Happy Dog Cuisine team member is general in nature and not specific to your pet, and we always recommend speaking to your local veterinarian who knows your pet's medical history and can examine them in person. Nothing in the services or communicated to you by us or any of our representatives is intended to be, nor should be taken as, medical or veterinary advice, and we are not responsible to you or anyone else for any loss, damage, liability, cost, or expense suffered in connection with your reliance on such information.

11.3 Allergens: The products we supply may contain allergens. We make reasonable efforts to identify common allergens contained in the products, but it is your responsibility to ensure that any food you feed to your pet does not cause an adverse reaction, and we will not have any liability for any allergic reaction your pet may have or any adverse consequences resulting from an allergy.

11.4 Product Images and Descriptions: The images and descriptions of our products are for illustrative purposes only. We

strive to be as accurate as possible when describing and depicting our products, but we do not warrant that these product descriptions or depictions, or other content on or provided through the services, are accurate, reliable, current, or complete. The packaging of our products may vary from that shown in images on the website or otherwise made available through the services.

11.5 Limitation of Liability: To the extent permitted by law, under no circumstances shall Happy Dog Cuisine, its suppliers, or its or their respective affiliates, directors, officers, employees, or agents be liable to you or to any third party for any lost profits, lost revenue, or loss of business, or any indirect, consequential, incidental, special, or punitive damages, whether in contract or in tort, including negligence, arising in any way out of the services, access to or use of or inability to access or use the services, or the products or your purchase or use of products from Happy Dog Cuisine, even if Happy Dog Cuisine is expressly advised of the possibility of such damages. In no event will the aggregate liability of Happy Dog Cuisine, its suppliers, or its or their respective affiliates, directors, officers, employees, or agents to you for any damages, losses, and causes of action arising out of or relating to the services, your use of the services, the products, your purchase or use of products, or these terms, exceed the fees actually paid by you to Happy Dog Cuisine in the thirty days immediately preceding the claim giving rise to liability. If any jurisdiction prohibits the foregoing disclaimers, limitations, and exclusions, in such jurisdictions, the foregoing disclaimers, limitations, and exclusions shall be limited to the extent permitted by the jurisdiction.

1. Indemnification:

12.1 You agree to defend, indemnify, and hold harmless Happy Dog Cuisine, its suppliers, and its and their affiliates, directors,

officers, employees, and agents from and against all claims, losses, damages, liabilities, and costs (including, without limitation, reasonable attorneys' fees and court costs), arising out of or relating to your breach of these Terms, your access to or use of the Services, your negligence or willful misconduct, or your violation of any applicable law or third-party right. You are solely responsible for interactions with other users of the Services.

1. Arbitration:

13.1 Binding Arbitration. Any dispute or claim arising in any way from your use of the Services, except for disputes relating to the infringement of our intellectual property rights or the access or use of the Services in violation of these Terms, will be resolved by binding arbitration, rather than in court, but you may assert claims in small claims court if your claims qualify. 13.2 No Judge or Jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms as a court would. 13.3 Arbitrator and Rules. The arbitration will be conducted before a neutral single arbitrator, whose decision will be final and binding, and the arbitral proceedings shall be governed by the AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for Resolution of Consumer-Related Disputes. These rules can be found on the AAA website at www.adr.org. 13.4 Starting an Arbitration. To begin an arbitration proceeding, you must send us a notice of dispute, in writing, setting forth your name, address, and contact information, the facts of the dispute and relief requested. You must send your notice of legal dispute to us at the following address: info@HappyDogCuisine.com. We will send any notice of dispute to you at the contact information we have for you. 13.5

Format of Proceedings. The arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions. 13.6 Limitation Period. In no event shall any claim, action, or proceeding by you or Happy Dog Cuisine be instituted more than one (1) year after the cause of action arose. 13.7 Enforcement. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The United Nations Conventions on Contracts for the International Sale of Goods shall have no applicability. 13.8 Invalidity. If a court of competent jurisdiction finds the foregoing arbitration provisions invalid or inapplicable, you and Happy Dog Cuisine each agree to the exclusive jurisdiction of the federal and state courts located in Texas, and you and Happy Dog Cuisine each agree to submit to the exercise of personal jurisdiction of such courts for the purposes of litigating any applicable dispute or claim.

1. Class Action Waiver:

14.1 Individual Basis. To the fullest extent permitted by applicable Texas law, you and Happy Dog Cuisine each agree that any dispute resolution proceeding will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, you and Happy Dog Cuisine each waive any right to a jury trial. As a result, PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS.

1. General provisions:

15.1 Termination. If you breach any of the terms of these Terms, all rights granted to you by us, including permission to use the Services, will terminate automatically. Additionally, we may

suspend, disable, or cancel your subscription and/or account with or without notice, for any or no reason. If we cancel your subscription or account for any suspected breach of these Terms by you, you are prohibited from re-registering for the Service under a different name. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of your subscription, the Services or these Terms by Happy Dog Cuisine or you, including without limitation the provisions set forth in Sections 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of these Terms. Termination will not limit any of our other rights or remedies at law or in equity. 15.2 Injunctive Relief. You agree that your breach of these Terms will cause irreparable injury to Happy Dog Cuisine for which monetary damages would not be an adequate remedy and Happy Dog Cuisine shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages. 15.3 Notices. We may give notice to you by means of a general notice on the Website, electronic mail, through your account, or by written communication sent by first class mail or pre-paid post. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or through your account). You may give notice to us (such notice shall be deemed given when received by us) at any time by sending an email to info@HappyDogCuisine.com. Please specify the reason for the email in the subject line so it can be forwarded to the proper department. 15.4 Miscellaneous. No other act, document, usage, or custom will be deemed to modify or amend these Terms. These Terms will inure to the benefit of and will be binding upon each party's successors and assigns. These Terms and the rights granted hereunder may be assigned by Happy Dog Cuisine but may not be assigned by you without the prior express written consent of Happy Dog Cuisine. Any attempt by you to assign

these Terms without the written consent of Happy Dog Cuisine shall be null and void. If any provision hereof is or becomes, at any time or for any reason, unenforceable or invalid, no other provision hereof will be affected thereby and the remaining provisions will continue with the same effect as if such unenforceable or invalid provisions will not have been inserted herein; provided that the ability of either party to obtain substantially the bargained-for performance of the other will not have thereby been impaired. It is expressly understood that in the event either party on any occasion fails to perform any term hereof and the other party does not enforce that term, the failure to enforce on any occasion will not constitute a waiver of any term and will not prevent enforcement on any other occasion. Nothing contained in these Terms will be deemed to constitute either party as the agent or representative of the other party or both parties as joint venturers or partners for any purpose. Except for any payment obligations hereunder, in the event that either party is prevented from performing, or is unable to perform, any of its obligations under these Terms due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be extended for the period of delay or inability to perform due to such occurrence. The headings and captions contained herein will not be considered to be part of the Terms but are for convenience only. You and Happy Dog Cuisine agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms. The laws of the State of Texas, excluding its conflicts of law rules, govern these Terms and your use of the Services. Your use of the Services may also be subject to other local, state, national, or international laws.