## Service Agreement with PurePetCare & Owner (Overnight Stay/ Daycare/Dog Walking/Drop-ins)

This Agreement is made by between PurePetCare (hereinafter called "PurePetCare") and the pet owner (hereinafter called "Owner"). The following are the terms of service for the stay of Owner's Pet at PurePetCare. For the purposes of this Agreement, the terms "Pet" or "Pets" refer to all pets under said ownership of Owner who utilize services at PurePetCare, either now or in the future.

Please ensure you have read through these terms and conditions before entering into an agreement with PurePetCare. Please also ensure you have read through the terms and conditions relating to the specific service you are purchasing in the relevant sections below as well as the general terms and conditions. This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the spouses, heirs, administrators, personal representatives and assignees of Owner. The conditions below are legally binding and may affect how your pet(s) is cared for.

By proceeding with the reservation, you accept and agree with PurePetCare that the reservation (details of which are set out below), if accepted by us, shall be on the terms and conditions as follows:

1. DISCLOSURE: Before any purchases and leaving your Pet with PurePetCare, Owner certifies to the accurate disclosure of all information provided to PurePetCare either in writing or orally about the Pet and Owner specifically represents that he or she is the sole owner of the Pet. Owner specifically represents to PurePetCare that pet is healthy and meets PurePetCare's published vaccination standards. Owner represents that each time Pet is brought to PurePetCare, Owner is recertifying that Pet is in good health and has not had any communicable illnesses of any kind of 30 days prior to visit. Owner further agrees to inform PurePetCare of any changes in Pet's condition and/or behavior prior to subsequent visits. PurePetCare reserves the right to refuse service to any Pet for any reason, at any time, including, but not limited to: pets lacking proofs of vaccinations, pets displaying signs of untreated or potentially contagious conditions and/or pets exhibiting aggressive or unacceptable behavior.

By submitting the 50% deposit payment, you acknowledge this Agreement and leaving Pet with PurePetCare, Owner warrants and represents to PurePetCare that all information provided to PurePetCare either in writing or orally about the Pet including without limitation information relating to health, satisfaction of pre-arrival checklist and sole ownership of the Pet is accurate in all respects and further acknowledges that this is a continuing warranty and representation that shall be deemed repeated each time the Pet is brought to PurePetCare. Owner agrees to inform PurePetCare of any changes in Pet's condition and/or behaviour no less than three (3) days prior to subsequent visits. PurePetCare reserves the right to refuse service to any Pet for any reason, at any time, including, but not limited to: pets lacking proof of vaccinations, displaying signs of untreated or potentially contagious conditions and/or exhibiting aggressive or unacceptable behaviour.

2. ACKNOWLEDGEMENT & ASSUMPTION OF RISKS: PurePetCare agrees to exercise reasonable care of Pet during its stay and, if applicable, during transport. Owner is aware that employees of PurePetCare are not veterinarians and are not expected to diagnose or detect illnesses in the pets at PurePetCare. Owner acknowledges that no amount of vaccination requirement, sanitation or personalized care can prevent pets from contracting an airborne virus or communicable disease. Owner further understands that pet are pack animals, lead with their teeth, paws/claws, are unpredictable in nature and no amount of supervision can be 100% certain to prevent pets from being injured. Owner understands that these risks of illnesses, disease, or harm and hereby releases

and waives all rights to claim against PurePetCare, it's employees, members or agents, from any and all losses, damages, costs and expenses arising out of or in connection with any communicable disease, airborne virus, or any other medical condition or injury contracted by Owner's Pet at PurePetCare. Further, if Pet is transported to or from PurePetCare by the PurePetCare staff, Owner holds PurePetCare harmless in the event of injury or accident during transportation.

Pure Pet Care takes great pride in trying to provide our clients with the cleanest, most comfortable boarding facility. We exercise great care to keep our premises clean, and sanitary for the safety of each pet. We check each and every guest for visible signs of parasites, infection, illness and disease. However, we are unable to guarantee that it is 100% safe against bacteria, virus, fungus and parasites that can go undetected without laboratory testing, including us. As much as we put in place very stringent measures to screen, disinfect and protect against every threat, you do take a risk every time you board your pet. In engaging our services, you agree to release Pure Pet Care from all liability for any loss, expense or equivalent, that you may suffer or bear as a result of any happening at our premise, from the time of your cat being boarded at the facility. While we strive to maintain the pristine cleanliness and hygiene standards of the play lounge, you are advised that it is a common space and Pure Pet Care cannot guarantee against any sickness, disease etc. contracted by your pet. Owner agrees to board the pet at PurePetCare with the understanding that although every possible care and attention will be given to the pet, due to the extreme unpredictability of animals, the Management and/or its servants cannot accept responsibility or be held liable for any mishaps of any nature (e.g. biting, injury etc).

PurePetCare agrees to exercise reasonable care of Pet during its stay. Owner understands and agree that Indemnified Parties are not veterinarians and are not expected to diagnose or detect illnesses or injuries in the pets at PurePetCare.

Owner will need to acknowledge the following risk in boarding your pets:

Stress Undiagnosed or predisposed illness

Transmissible diseases Fleas and Ticks

Injuries from dog fights and dogs exercising Foreign body ingestion

Allergies Self inflicted damage

- That no amount of vaccination requirement, sanitation or personalized care can prevent pets from contracting an airborne virus or communicable diseases;
- PurePetCare allows free-roaming of dogs. Furthermore, because actions of pets may be unpredictable, owner is aware that this arrangement may also significantly increase the chance of injury and aggression.
- That incidents that arises entirely out of the control of PurePetCare can also cause serious injury, illness or death of pets including but not limited to impact trauma from traffic accidents or falls, malfunctioning of pet leashes, collars or harnesses resulting in escape or suffocation, electrocution by chewing on live wires or electrical equipment, falling tree branches or parts or fruits (durians and coconuts), insect stings or pet's allergic reaction to stings, food poisoning from consumption of discarded food or waste, use of criminal force by parties outside the control of PurePetCare
- the Services PurePetCare provides have inherent risks which may result in serious injury, illness or death of Pets.

Owner agrees to hereby exempt, release and waive all rights to claim against Indemnified Parties from all liability or responsibility whatsoever for property damage, pet injury or death however caused, including but not limited to the negligence of the Indemnified Parties, whether passive or active.

- **3.PERSONAL PROPERTY:** Owner understands that Owner is solely responsible for any harm, including to any other pet(s), to the employees or agents of PurePetCare, or to the equipment, facilities, or other property of PurePetCare, caused by Owner's pet. Owner also agrees that PurePetCare shall not be responsible or liable for any lost or damaged personal property belonging to Owner. Owners are welcome to bring their own blankets or toys if desired, however we cannot guarantee that they will be returned in the same condition or at all.
- **4.HEALTH OF PETS & RIGHT OF REFUSAL:** Please ensure your pet is in good health before dropping off at PurePetCare. Pets displaying signs of illness such as vomiting, diarrhoea, runny noses, cough, open wounds or skin conditions will not be allowed entry. PurePetCare reserves the right to refuse admittance to any pet or dismiss any pet that does not meet or maintain the health, temperament or other boarding standards. The determination shall be made at the sole discretion of PurePetCare. PurePetCare reserves the right to accept or reject any boarding proposal as we deem fit.

**5.VACCINATIONS:** Owner represents that pet is in good health and has had all vaccinations (requirements include: Distemper, hepatitis, leptospirosis, parainfluenza, and parvovirus, and Bordetella). Owner further acknowledges that it is solely the responsibility of the Owner to ensure the pet is up-to-date with vaccinations. If booking is cancelled due to incomplete vaccinations and a deposit has been paid, deposit will be used for future staycations and no refund available. Titer test needs to have been done no more than 12 months ago, and not sooner than 14 days to the start of boarding (your pet will experience a drop in immunity immediately after vaccination, and the 14 days is to provide a safety margin for his immunity to build up post vaccination). Should there be a medical reason why your pet(s) cannot be vaccinated, we will accept your dog with a note from the vet but accept no responsibility for any viral diseases contracted during/after its stay.

Cats- must complete the kitten vaccination cycle and annual 4 in 1 vaccinations. Owners must also ensure that cat has tested negative for FiV/FeIV.

- **6. KENNEL COUGH:** Owner further understands that even if Owner's pet is vaccinated for Bordetella (Kennel Cough) there is a chance that the Owner's pet can still contract Kennel Cough. Owner agrees that Owner will not hold PurePetCare responsible if Owner's pet(s) contracts Kennel Cough or other pet-to-pet transmitted ailments.
- 7. FLEA/TICK: Lyme disease, Ehrlichia canis, Ehrlichia ewingi, Anaplasma phagocytophilum, and Anaplasma platys are transmitted by ticks. Flea/tick treatment (Frontline, Revolution or similar product) is COMPULSORY and must be valid for the entire boarding period. We note that this measure is only prophylactic and is not 100% fool proof. If fleas or ticks are found on pet during check-in, a flea/tick bath treatment will be applied at PurePetCare's choice of groomer and charged to Owner. If your pet(s) is on your own tick prevention and needs to be administered a dose during its stay with us, it is your responsibility to provide the required dosage and administration instructions at check-in. We accept no responsibility for any tick and flea related problems that may occur during/after the stay. It is your responsibility that your pet is free of fleas, ticks and other parasites.

**8. MICROCHIP & DOG LICENSING**: Boarding dogs must have a microchip and must be licensed under the Animals and Birds (Dog Licensing and Control) Rules. Cats are encouraged to get microchipped. It is the owner's responsibility to have your pet microchipped and licensed prior to boarding.

## 9. VETERINARY CARE, EMERGENCIES, & GERIATRIC PETS:

MINOR CUTS & SCRATCHES: Due to the way that pets interact with one another, minor cuts and scratches can occur even though they are carefully supervised at all times. You will be our first point of contact. These problems are generally benign and can usually be managed by PurePetCare. We will treat these conditions and update you accordingly.

However, should we be unable to reach you, your nominated emergency contact will be empowered to make all decisions on your behalf including but not limited to medical decisions, care of pet(s), custody of pet(s) e.g., your emergency contact is authorized to check out your pet(s) without additional authorization. If you or your emergency contact is not reachable then we shall act in the manner necessary in the interests of your pet under the circumstances.

**10. VET AUTHORIZATION & CARE:** Owner agrees to authorise PurePetCare to obtain medical treatment for Owner's pet if pet appears ill, injured, or exhibits any other behavior that would reasonably suggest that medical treatment is required. Owner agrees to be fully responsible for the cost of any such medical treatment and for the cost of any transportation for the purposes of such treatment. Owner gives permission to PurePetCare to use Owner's vet or nearest 24-hour vet hospital for required treatment.

In the event of injury, emergency or when PurePetCare, in its sole discretion, deems medical care is important to Pet's health (including, but not limited to: vaccinations, fleas, ticks, diarrhoea, rashes, etc), Owner authorizes PurePetCare to obtain medical attention for Pet from our panel of preferred veterinarians.

**11.UNCONTACTABLE DURING EMERGENCY:** In the case of an emergency, if the primary and secondary number is uncontactable, PurePetCare is authorised to seek immediate veterinary care. We will seek immediate veterinary attention for your pet(s) at the nearest available veterinary clinic. You give the veterinarian complete authority to treat your pet in whatever manner deemed necessary in the circumstances according to the veterinarian's discretion. In this regard the treating veterinarian shall discuss your pet's condition and treatment options with PurePetCare on any aspect of any illness or injury presented for treatment. You shall be liable for the medical expenses and transport costs to the veterinarian incurred on your behalf for your pet. All costs in connection with veterinary, medical or other treatment, shall be Owner's responsibility. Owner hereby releases and agree to save and hold harmless, PurePetCare, its employees and agents from any and all liability, claims, suits, actions, loss, injury or damage of any nature or kind, or for any liability, claims, suits, actions, loss, injury or damage which Owner or pet may sustain or which may be caused in any way.

In such event, Owner is deemed to have appointed PurePetCare and PurePetCare preferred veterinarians as Owner's attorney with the full power of decision-making involving the medical treatment of Pet (including but not limited to: consultation, medicine, surgery, hospitalisation, intensive care life support, anaesthesia, euthanasia, supplies, transport and care to and from any agent) and agrees to pay for all costs associated with said medical treatment.

Owner agrees that PurePetCare can only pay upfront, on behalf of the Owner, a maximum quantum of Singapore Dollars \$200.00 to any veterinarian in any event. Owner further agrees that if deposit or

fee required by any veterinarian exceeds maximum quantum PurePetCare is able to provide upfront, Owner is required to pay the entire sum as detailed by said veterinarian.

- **12. MICROCHIP & DOG LICENSING:** Boarding dogs must have a microchip and must be licensed under the Animals and Birds (Dog Licensing and Control) Rules. It is the owner's responsibility to have your pet microchipped and licensed prior to boarding.
- **13.MEDICATION FFEDING:** Owner does not hold PurePetCare liable for any injuries to the pet during medication feeding. If your pet does not tolerate medication feeding or shows any aggression during medication feeding by PurePetCare. We will bring your pet to your regular vet for a nurse/vet to administer medications. All transport costs will be paid by owner.
- **14. WEAKENED IMMUNE SYSTEM:** Owner understands special-needs, young and senior pets naturally have a higher risk of injury, stress-related illnesses, weakened immune system, or exacerbation of any pre-existing condition. As such, by using our facility for boarding the Owner is waiving any claim for injury or illness experienced by Owner's pet while in our care. We are also unable to accept pets who are younger than 90 days or older than 15 years old.
- **15. DIARRHEA & VOMITING:** On cases where pet has acute diarrheoa or vomiting, PurePetCare will inform owner and arrange for a veterinarian visit as soon as possible. Should there be any medical emergency that demand quick action (e.g., collapsed, suspected Gastric Dilatation Volvulus also known as a stomach bloat), the wellbeing of your pet(s) comes first. We will make reasonable efforts to contact you. (Refer to point 9, 10 & 11)
- **16.FOREIGN BODY:** Owner does not hold PurePetCare liable for any items that pet eats off the ground or boarding facility. If it was a toxic/poisonous that the pet has eaten, emergency veterinarian will be contacted to induce vomiting. If the item is a sharp object or acidic item, surgery is warranted.
- **17. ELDERLY PETS**: Owners of elderly pets (approaching the end of life) would need to know if in the event Owner's pet passes on while in the care of PurePetCare, PurePetCare's policy is to transport Owner's pet to Owner's vet where pet will be held until Owner can be reached by the Vet for further instructions. If Owner's vet is closed or unable to take in the pet, PurePetCare is authorized to transport to the nearest 24-hour facility. Trip charge will apply based on time/distance.
- **18. SELF-PROVIDED FOOD/MEDICATION:** Food and medications will ALWAYS be provided by owner. Owner agrees that it is the Owner's responsibility to leave adequate supply of and medications for Owner's pet during the entire time Owner's pet is cared for by PurePetCare. Should the food/medication supply need restocking, Owner authorizes to purchase replacement by delivery or Owner will reimburse PurePetCare for the actual food and medication costs plus up to \$25.00 time/distance trip fee (per occurrence)
- 19. CHECK-IN/CHECK-OUT TIME: Check-in and check-out time is arranged with PurePetCare directly
- **20. CANCELLATION / NO-SHOW POLICY:** Cancellations must be done 48-hours prior to reservation date. In the event the Owner wishes to cancel or amend overnight boarding service, notice to PurePetCare must be made no less than seven days prior to Pets arrival date in order for Owner to be entitled to a full refund. In the event an Owner fails to check-in the Pet on arrival date ("No-show"), the full invoiced amount shall be payable by the Owner. Further, in the event of No-show, or cancellation of bookings made within seven days of arrival date, deposits paid upfront by Owner shall be forfeited absolutely

- **21. DEPOSIT FOR RESERVATIONS:** 50% deposit of the total staycation will be collected to reserve the boarding slot(s). No payment of deposits means no dates have been reserved for pet(s) and PurePetCare reserves the right to refuse services.
- **22. SLOT RESERVATIONS:** On a first come first serve basis. Slots are only reserved when a 50% deposit has been made. Owners are encouraged to make the 50% deposit once flight tickets are booked.
- **23. REFUND FOR DEPOSITS:** No refund for 50% deposits will be given. If deposit has been made and there is a rescheduling of dates, balance credit may be used for future boarding dates
- **24. BALANCE PAYMENTS:** Remaining balance payment is made once pet has been picked up. Failure to make balance payments will potentially be banned from staying with PurePetCare in future
- **25. MEET & GREET SESSION:** Meet and greet session will be at PurePetCare's address. First time clients will be given a questionnaire and informed of pet boarding rates before arranging meet and greet date.
- **26. PET BOARDING RATES:** The rates quoted are based on your period of stay. Rates are subject to change as a result of changes in your arrival and/or departure dates and shall be made at the sole discretion of PurePetCare. Rates quoted are in Singapore Dollars. In the event you complete a booking based on a rate that has been incorrectly posted, PurePetCare reserves the right to correct the rate or cancel the reservation at its discretion, and will contact you directly to do so.

PurePetCare reserves the right to charge a handling fee for aggressive and/or hyperactive Pet, and grooming fees for Pet with needs to be cleaned or groomed during stay due to any incidents, at any time, in addition to the rates quoted on the invoices. All payments made by the Owner will be made free from any restriction or condition and be made without deduction or withholding for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any authority thereof or therein having power to tax, unless deduction or withholding of such taxes, duties, assessments or governmental charges is compelled by law. In such event, the Owner will pay such additional amounts as will result in the receipt by the PurePetCare of the net amounts after such deduction or withholding equal to the amounts which would otherwise have been receivable by the PurePetCare had no such deduction or withholding been required. In the event the Owner completes a booking based on a rate that has been incorrectly posted or amends the booking to a lesser number of days, PurePetCare reserves the right to amend the rate or cancel the booking at its sole and absolute discretion, and will contact the owner directly to do so. The Owner agrees to pay the Service Fees prior to the arrival date. In the event the Owner for any reason whatsoever fails to pay the Service Fees prior to the arrival date, the Owner shall do so within seven (7) days of receiving a message on the balance payment breakdown from PurePetCare. If no payment has been made after 7 days, PurePetCare reserves the right to approach authorities (SPF) to handle matters on collecting balance payment.

**27. ABANDONMENT:** If pet is not picked up by 7 days after checkout date and no communication is received from Owner by the management, Owner acknowledges that PurePetCare shall have an express right to transport pet to any shelter or other person to satisfy liens for nonpayment of services. Please note that baths may be given to dirty pets at our discretion and at Owner's cost. If your pet is not picked up by you (or your authorized representative) within 7 days after the day your pet is scheduled to depart or no payment has been made within 2 months, you understand that your pet shall be deemed to be abandoned and shall be removed after abandonment, and you specifically waive all statutory or legal rights to the contrary or claims for compensation. You understand that pet

abandonment is a criminal or civil violation of the statues of the Singapore Laws. You shall remain liable for all fees due and, in addition, agrees to pay any and all costs incurred by us in the event of any prosecution that may be taken in under such circumstances. Owner shall remain liable for all fees due and, in addition, agrees to pay any and all costs incurred by PurePetCare in the event of prosecution against the Owner under the applicable lands the prosecution of these statues. Owner is to be notified of such action by certified mail and no further notice shall be deemed necessary.

- 28. AGGRESSIVE/ACTS OR BEHAVIOUR: Any pet demonstrating aggression or other behavior deemed unacceptable by PurePetCare, may be required to leave boarding. If we are unable to handle your pet, we reserve the right to demand that you make alternate care arrangements for your pet immediately. Owner agrees and acknowledges to be solely responsible for any and all acts or behaviour of Pet. While in the care of PurePetCare, if an injury is proven to have occurred to other pets boarding at PurePetCare or PurePetcCare staff due to unprovoked aggression, owner of aggressive pet is responsible for medical treatment of injured pet (including payments of costs of injury to PurePetCare employees, Pets or damage to facilities caused by Pet)
- **29. PICTURES & VIDEOS:** Owner agrees to allow PurePetCare to use Owner's pet's name and any images or likeness of Owner's pet taken while he/she is at PurePetCare, in any form, for use at any time, in any media, marketing, advertising, illustration, trade or promotional materials without compensation, and Owner releases to PurePetCare all rights that Owner may possess or claim to such image, likeness, recording, etc.
- **30. FULL FORCE AND EFFECT:** Owner further understands and expressly agrees that each and every of the foregoing provisions contained in the above paragraphs shall be in force and effect and shall apply to each and every occasion on which Owner's pet stays with PurePetCare.
- **31. MODES OF PAYMENT:** Paynow, PayLah. Please send us a screenshot once payment has been made. We are afraid we do not offer any instalment plans.
- **32. OUR RIGHT TO VARY THESE TERMS & CONDITIONS:** We have the right to revise and amend these Terms and Conditions from time to time. Owner agrees to comply with the terms and conditions of PurePetCare which may be revised from time to time.

You will be subject to the Policies and Terms and Conditions in force at the time that you order Services from us, unless any change to those Policies or these Terms and Conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those Policies or these Terms and Conditions before we provide you with the Order Confirmation (in which case we have the right to assume that you have accepted the change to the Terms and Conditions, unless you notify us to the contrary within seven working days of receipt by you of the notice).

- **33. LAW & JURISDICTION:** Contracts for the purchase of Products through our site will be governed by the Law of Singapore. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the Courts of The Republic of Singapore.
- **34. EVENTS OUTSIDE OUR CONTROL:** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event"). Q Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: strikes, lock-outs, other industrial action or shortage of labour resulting from embargoes (domestic or foreign); civil commotion, riot, invasion, terrorist attack or threat of

terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, landslide, earthquake, subsidence, epidemic or other natural disasters; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks; or the acts, decrees, legislation, regulations or restrictions of any government. Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

If we fail, at any time during the term of a Contract, to insist upon the strict performance of any of your obligations under the Contract or any of these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

- **35.SEVERABILITY:** If any of these Terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- **36.INDEMNITY:** Owner hereby covenants and undertakes to indemnify and hold PurePetCare and their respective officers, managers, partners, agents, employees, controlling persons, members and any other person affiliated with any of them (collectively known as the "Indemnified Parties") harmless against any damages, losses, liabilities, sudden deaths, claims, actions, proceedings, costs (including legal costs on a full indemnity basis as well after as before judgment) and expenses which Indemnified Parties may suffer or incur relating to, in connection with, arising from any and all services provided by PurePetCare. Owner, without limitation, agrees to fully indemnify PurePetCare for any and all such liability, claims, suits, actions, losses, injury or damage. Owner agrees to abide by the rules and regulations and accepts all the terms and conditions, and confirms the truthfulness of the contents of the Booking form completed. By placing a booking with us, you warrant that you are legally capable of entering into binding contracts
- **37. DISPUTE RESOLUTION:** This Agreement is governed by, and shall be construed in accordance with, the laws of Singapore and the parties hereto hereby submit to the exclusive jurisdiction of the Singapore Courts
- **38. COMPLIANCE:** Owner agrees to comply with the terms and conditions of PurePetCare which may be revised from time to time on PurePetCare's website
- **39. RIGHTS OF THIRD PARTIES:** The Contracts (Rights of Third Parties) Act shall not apply to this service agreement and unless specifically herein provided no person other than the parties to this service agreement shall have any rights under it nor shall it be enforceable by any person other than the Owner and PurePetCare
- **40. LIMITATION OF LIABILITY:** PurePetCare does not give any warranty as to the Services. Whilst PurePetCare shall endeavour to complete the Services, PurePetCare shall not be liable to the Owner or any third party by reason of any delay, loss or damage howsoever arising out of or in connection with the provision of the Services. In no event shall PurePetCare be liable for any special,

consequential, incidental, punitive, exemplary direct or indirect losses or damages whether in contract or tort arising from the supply of the Services or the performance or non-performance of its obligations hereunder.

These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing. We each acknowledge that, in entering a Contract, neither of us has relied on any representation, undertaking or promise given by the other and that nothing may be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Terms and Conditions. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms and Conditions.

- I understand that I am solely responsible for any harm or damage caused by my pet(s) to
  persons or property of the owners, employees and invitees of PurePetCare, or any other pets
  housed or visiting PurePetCare while my pet(s) is/are attending PurePetCare.
- Owners release, indemnify, and agree to not hold PurePetCare from any and all manner of damages, claims, loss, sudden deaths, liabilities, cost or expenses, causes of actions or suits, whatsoever in law or equity, (including, without limitation, attorney's fees and related costs) arising out of or related to the services provided by PurePetCare.
- Owner acknowledges and understands that there are certain risks involved in pet ownership, training, and care, including, but not limited to, pet fights pet, bites to human and/or other pets and the transmission of disease. With Owner's agreement, he/she understands the risk involved in putting his/her pet in a cage-free environment and acknowledge and accept exclusive and sole responsibility for all medical expenses to said pet no matter the cause. Owner also authorizes the release of the said pet's medical records from pet's veterinarian