

## Terms and Conditions

Welcome to <https://www.findapup.com> (the "Site"), owned and operated by Find A Pup, LLC ("Find A Pup"). By accessing or using this Site, you ("User," "You," or "Buyer") agree to comply with and be bound by these Terms and Conditions ("Terms" or "TOS"). Please read these Terms carefully.

These Terms apply to (i) users who are breeders ("Breeders") that use our Services to sell puppies; and (ii) users who are customers ("Customers") that buy using our Services (collectively, "Users"). Unless otherwise stated, these Terms apply to all Users of the Services. Certain provisions may only apply to Breeders or Customers, as specifically noted in these Terms.

**For Breeder :** Find A Pup provides a platform where breeders can list puppies for sale. These listings are visible on Find A Pup's website and accessible through affiliated platforms. While we help connect breeders and customers, we do not directly handle the transactions. As the breeder, you have full control over posting your puppies, communicating with potential customers, and managing reservations. Breeders are responsible for ensuring that all listings are accurate, truthful, and up-to-date, including providing clear descriptions, current photos, and accurate pricing. Breeders must also ensure that all puppies meet health and age requirements before listing and are available for sale within the specified time frame.

**For Customer:** Browse the profiles of puppies available for sale and access information about their breeders, communicate with breeders via direct messaging and calls, , schedule site visits with breeders, securely transact with breeders, and arrange for puppy pick-up or delivery.

## Use of Site Content

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Use of the Services does not grant you any ownership rights. All rights not expressly granted are reserved by Find A Pup.

## **Registration and Contact Information**

When you register with Find A Pup, reserve a puppy, or submit information through our platform, you may be asked to provide personal details, including your name, mailing address, phone number, and email address ("Registration Information"). Your submission and use of Registration Information are governed by these Terms of Use and Find A Pup's Privacy Policy.

By providing your Registration Information, you authorize Find A Pup to use this information to manage your account, process reservations, respond to inquiries, and deliver services through our platform. Find A Pup may contact you directly by phone or email regarding your account activity, puppy reservations, or other related updates.

## **SMS Terms & Conditions**

By participating in our SMS service, you agree to the following terms:

### **1. SMS Consent Communication**

The information provided during the SMS consent process will be used solely for communication related to your account and puppy reservations. Find A Pup will not share your information with third parties for marketing purposes.

### **2- Types of SMS Communications:**

By consenting to receive text messages from Find A Pup, you may receive messages related to the following:

- Follow-up messages regarding your inquiries or puppy reservations.

Example: *"Hi, just following up on your recent inquiry about a puppy. Let us know if you have any questions or would like to move forward. Reply STOP to opt out of SMS messaging at any time."*

- Updates on the status of your reservation or puppy availability.

Example : *"Hello! Just a quick update on your puppy reservation. The puppy you're interested in is now available! Let us know if you'd like to move forward or have any questions. Reply STOP to opt out of SMS messaging at any time."*

- Transportation and delivery updates.

Example: *“Hi, your puppy's transportation is all set! We'll keep you updated on the delivery schedule. Let us know if you have any questions. Reply STOP to opt out.”*

- Promotions, special offers, or new puppy listings.

Example *“Hi there! We've got exciting new puppies and special offers available. Check them out when you have a moment! Reply STOP to opt out.”*

### **3- Message Frequency**

You understand that message frequency may vary based on your interaction with our service.

### **4- Potential Fees for SMS Messaging:**

Please note that standard message and data rates may apply, depending on your carrier's pricing plan. These fees may vary if the message is sent domestically or internationally.

### **5- Opt-In Method:**

You may opt-in to receive SMS messages from Find A Pup in the following ways:

- Verbally, during a conversation
- By submitting an online form

### **6- Opt-Out Method:**

You can opt out of receiving SMS messages at any time. To do so, simply reply "STOP" to any SMS message you receive. Alternatively, you can contact us directly to request removal from our messaging list.

### **7- Help:**

If you need assistance with the SMS program, reply with "HELP" or contact us directly at [admin@findapup.com](mailto:admin@findapup.com) or (573) 463-2787.

### **Additional Options:**

- If you do not wish to receive SMS messages, you can choose not to check the SMS consent box on our forms.

## **Authorized Use**

Find A Pup grants you permission to use our website and services strictly in accordance with these Terms. You may view, download, or interact with content made available through Find A Pup, provided you do not alter any material and you preserve all copyrights and ownership marks. You are solely responsible for how you use any content obtained from our platform.

You agree to use Find A Pup's services only for lawful and intended purposes. This includes complying with all regulations related to pet ownership, transportation, and sale.

We reserve the right to review suspected misuse, cooperate with authorities as needed, and seek appropriate action for any breach of these Terms.

## **Find a Pup – Service Description & Terms**

Find a Pup offers a platform that connects users with pet sellers and third-party transport providers by facilitating pet listings and related services. We provide tools and features to help buyers and sellers connect but do not act as a pet retailer and do not take custody of any animals at any time.

Our role is limited to facilitating communication and connections between buyers and sellers. We do not inspect or handle the animals, nor do we process payments between parties. Each seller independently manages their listings and transactions. Buyers are encouraged to ask questions, research, and verify all information directly with sellers before making any commitment. Making a payment or reservation is not a guarantee of purchase, as sellers must approve all requests.

If issues arise involving a seller, Find a Pup will conduct an internal review to address concerns and take appropriate action, which may include limiting or removing listings.

**Sellers are fully responsible for all claims, warranties, or guarantees they offer directly to buyers.** This includes communicating any health guarantees and terms prior to sale. For a buyer to seek any refund related to a pet's health, the pet must be covered by the seller's health guarantee, as disclosed at the time of purchase. Buyers must have a licensed veterinarian perform a thorough health check within three days of receiving the pet and report any health concerns promptly to the seller. Failure to provide timely veterinary documentation may result in loss of eligibility for refunds or claims.

All information on the platform is supplied by sellers. While Find a Pup aims to provide a reliable environment, buyers are responsible for verifying all details directly with sellers. Our goal is to support a safe and transparent connection process.

### **Fees and Payment Information**

We charge sellers a fee for listing pets on our site. This fee is separate from the purchase price and does not include any applicable taxes or third-party payment processing fees.

Buyer payments are securely processed through our third-party payment provider, Stripe, Inc. The processing of payments is subject to Stripe's terms, which can be found at <https://stripe.com/privacy> and <https://stripe.com/legal>.

We may update our service fees at any time. Any changes will be communicated to sellers and reflected at the time of transaction.

Please note that Find a Pup acts strictly as an advertising platform. We do not own, sell, or guarantee any pets listed, and all transactional responsibilities lie with buyers and sellers.

### **Unacceptable Use**

By using Find A Pup, you agree NOT to:

- Engage in illegal, abusive, harmful, or offensive behavior.

- Contact other users for reasons unrelated to the puppy listings or transactions initiated through Find A Pup.
- Disrupt, damage, or impair the operation of our website, servers, or any connected networks, including actions like spamming, overloading, or hacking.
- Post or transmit any content that is defamatory, obscene, discriminatory, invasive of privacy, or otherwise harmful.
- Spread viruses, malware, or any harmful programs or code.
- Attempt to tamper with, bypass, or reverse engineer any security or technical features of our services.
- Gain unauthorized access to data or materials not intentionally made available through Find A Pup.
- Copy, reproduce, modify, distribute, or sell any content or part of our services without written permission.
- Impersonate another individual, use someone else's account, or provide false information.
- Collect or misuse personal data from other users without their consent.
- Violate any local, state, or federal law or encourage others to do so.

## **THIRD-PARTY LINKS**

Find A Pup may feature links to external websites or services operated by third parties. These links are provided for your convenience, but we have no control over, and assume no responsibility for, the content, policies, or practices of any third-party site. We do not endorse or guarantee the accuracy of information found on external sites, nor are we liable for any harm, loss, or damages arising from your use of such sites or any transactions you conduct with them. It's important to review any third party's terms and policies before engaging with their services.

## **OPTIONAL THIRD-PARTY TOOLS**

At times, we may offer access to optional tools or services provided by third parties. We do not monitor, control, or have any input into these tools and provide them strictly "as is" and "as available," without warranties or endorsements of any kind. If you choose to use these optional tools, you do so at your own risk and should ensure you are comfortable with the terms set by the third-party providers. Current examples include tools provided by Google for communication purposes and Klaviyo, Inc. for email distribution. Future enhancements or features added to the Website will also be subject to these conditions.

## **DISCLAIMER**

you acknowledge that the website, services, content, and any third-party materials are provided "as is" and "as available." find a pup makes no guarantees or warranties — express or implied — regarding merchantability, fitness for a particular purpose, non-infringement, or the availability and accuracy of the services.

we do not guarantee that the website or services will be free from errors, security vulnerabilities, or other issues. use of the website is at your own risk.

## **LIMITATION OF LIABILITY**

to the maximum extent allowed by law, find a pup and its affiliates, employees, directors, agents, and partners shall not be held responsible for any indirect, incidental, special, punitive, or consequential damages arising out of your use or inability to use the services. this includes, but is not limited to, damages related to loss of profits, revenue, opportunities, data, or business interruptions.

even if we have been advised of the possibility of such damages, our total liability to you for any claims related to the services shall be limited to the amount you have paid us (if any) for accessing the services.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless Find A Pup and its associated parties from any claims, liabilities, damages, losses, costs, or expenses — including reasonable legal fees — arising from:

- Your use of the Website or Services;
- Any breach of these Terms by you;
- Any violation of laws or third-party rights;
- Content you submit through the Services.

You also agree to assist us, at our request, in responding to any claims.

## **RELEASE**

If disputes arise between you and other users or third parties, you release Find A Pup from any claims, demands, or damages connected to such disputes. This release covers known and unknown claims alike.

## **TERMINATION**

Find A Pup reserves the right to suspend or terminate your access to the Website and Services at any time and for any reason, without prior notice. If your access is terminated, you must cease all use immediately. Termination does not limit any other rights or remedies we may have under the law.

Upon termination, we may remove any data associated with your account, subject to legal and regulatory obligations.

## **NO WARRANTIES**

Information and descriptions of products, services, and features on the Website are intended for general information purposes only. They are subject to change without prior notice. Availability of any feature or product at any particular time does not guarantee its future availability.

## **NO WAIVER**

Our failure to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision. Any waiver must be in writing and signed to be effective.

## **MODIFICATIONS TO SERVICES**

We may modify, update, suspend, or discontinue parts or all of the Website and Services at any time without notice. We are not liable for any inconvenience or loss that might result from such changes.

## **GOVERNING LAW**

These Terms shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to conflict of law principles. Any disputes shall be resolved in the courts located within Wyoming, and you consent to the jurisdiction of those courts.

## **ENTIRE AGREEMENT**

These Terms, including our Privacy Policy and any other applicable policies, constitute the full agreement between you and Find A Pup regarding your use of the Services, superseding any prior agreements or understandings.