



Pet Adoption Conditions

Whoever adopts pets on the platform www.pawmilypets.com (hereinafter, referred to as the "Adopter"), expressly and unreservedly accepts these Pet Adoption Terms and Conditions, the General Terms and Conditions and the Privacy Policy published on the platform (hereinafter and collectively, the "Contract"). These documents complement and integrally constitute the contractual relationship between Pawmily and the Adopter (collectively referred to as the "Parties" and individually as the "Party"). Their observance and compliance is enforceable by the Parties. All Adopters must be eighteen (18) years or older. The Terms and Conditions shall apply to all pet transactions through the Platform. Such transactions shall be deemed valid and binding upon successful termination of the Adoption Process by the Adopter as described below.

Adoption Process.

The Adoption Process will be carried out entirely on the web page www.pawmilypets.com, so it will be enough to have access to the Internet to carry out this process. In order to adopt, the user must complete the Form to Choose in case he/she is not sure of the type of pet he/she wants or the Form to Quote when he/she has already made up his/her mind. All data included by the user in the platform must be real, accurate, true and complete. The user must provide all required and mandatory data, otherwise Pawmily will not process the adoption.

Once we receive either the Form to Choose or the Form to Quote properly filled out, Pawmily commits to deliver in no more than 5 working days either



the different options to choose or the different options to adopt. When you have the Quotation Form with the different options and you decide to adopt any of them, you must enter the Paypal link, complete the requested information and write down the code of the desired pet. If the puppy is not born yet or is less than 7 weeks old you can make a 50% deposit; otherwise, full payment is required. No puppy will be released until 100% payment has been made.

The adopter should choose the type of delivery that best suits his needs

- Accompanied by an associated to an international airport within the United States or Canada.
- Accompanied by a certified veterinarian to an international airport within the United States or Canada.
- Accompanied by an associate up to a maximum of 80 miles around the international airport of arrival within the United States or Canada.
- Accompanied by a certified veterinarian up to a maximum of 80 miles around the international airport of arrival within the United States or Canada.
- If you wish, you can come and pick up your puppy in Costa Rica and we will take care of making your trip as pleasant as possible. Let us know your preferences and we will make you an additional quote.

Once payment is received, the adoption process will proceed. This is not a guarantee that the pet has not been adopted beforehand, for this reason it is recommended to make the decision as soon as possible to avoid this situation as much as possible. In case it happens, do not worry, you have 3 alternatives

- Request a higher value pet and pay the additional difference.
- Request a lower value pet and request a refund for the difference.



- Request a full refund

Together with your new puppy you will receive the Certificate of Ownership, health certificate, up to date vaccination card and written guarantee.

Buyer's Obligations

This Health Guarantee stipulates the obligations of the buyer as defined below:

- Regular veterinary care is indispensable for the proper health of your puppy. It is recommended that you take your puppy for a wellness check-up by a licensed veterinarian within seven days after the delivery of your puppy.
- A copy of these exam results or medical records must be provided to PAWMILY for any claim.
- Wellness checks and vaccinations are required on a regular basis or as recommended by your licensed veterinarian.
- In view of the fact that your puppy arrives up to date on all vaccinations, you should not vaccinate the puppy in the first ten days to avoid over-vaccination.
- It is recommended that you feed the puppy using the same food shown by the breeder for a minimum of one year.
- Adequate exercise must be given to keep your puppy active and healthy. Avoiding excessive exercise is especially important while your puppy is growing.
- Parvovirus Preventive Care: The buyer understands that the puppy has been vaccinated against parvovirus and that all measures have been taken to protect the puppy from this virus. However, the buyer is aware that the puppy can still contract parvovirus and should not take the



puppy to any place that it could come into contact with, or where unvaccinated dogs have been, until 2 weeks after completing its 4-month booster, as this could transmit Parvovirus to the puppy. Areas of potential contact with parvovirus include, but are not limited to: dog walking areas, dog parks, pet stores, veterinary clinic floors, parking lots, near the feces of other dogs.

Release of Records

In order to process any claim, you agree to authorize full disclosure to PAWMILY and its employees of the complete veterinary medical history/records and reports that exist for your puppy, including imaging reports and studies (x-rays, US, CT, MRI, NM) , lab results reports, recommended treatment or ongoing treatment plan from any Veterinary Hospital.

This full disclosure authorization shall be valid for a period of (6) months from the date of authorization, whichever is greater and requires the authorization and permission of PAWMILY and its employees. To contact and communicate directly with any Veterinary Hospital. Buyer is responsible for the fees incurred by its Veterinary Hospital in relation with this Disclosure of Records stipulation.

What is not covered?

- The costs of raising and owning a puppy include, among others, regular veterinary care, flea control, heartworm medication, special diets, pet food, vitamins, supplements, grooming, nail trimming, shampooing, and baths (including medicated baths). All fees related to a veterinarian's professional opinion, including, but not limited to, fees for office visit, examination, medical progress examination, recheck,



consultation, consultation with a specialist, emergency examination, office visit, etc., unless required by state law.

- Injury or illness due to any intentional, negligent or preventable act including, but not limited to, injection of foreign objects, cruciate ligament injuries (CL, CCL, ACL), chipped teeth, automobile related injuries, insect bites, etc.
- Elective procedures, cosmetic procedures, preventative procedures including but not limited to tail docking, ear cropping, declawing, micro-chipping, dewclaw removal, ear cleaning, teeth cleaning, etc.
- Behavior modification, training, therapy or medication to modify behavior, including but not limited to toilet training, chewing, digging, etc.
- General appearance, size, weight or other physical characteristics that differ from breed standards or aesthetic preferences.
- Illness, contagious or infectious disease to exclude Parvovirus that is diagnosed more than seven (7) days after the arrival of your puppy.
- Hereditary or congenital disorders diagnosed after the puppy's third birthday, or first birthday for Bulldog breeds.
- Diseases that are not life-threatening and do not negatively affect the health of the animal are not covered by this Health Guarantee.
- Such conditions are localized demodectic mange, grade 1-2 heart murmur, grade 1-2 luxating patella (since a luxating patella or collapsed trachea can be caused by injury, they are not covered if discovered after your initial veterinary examination), cherry eye, localized mange, inverted eyelids, inverted tails, testicular problems (pre-departure veterinary check will ensure that both testicles have descended). This Health Guarantee does not cover any of the following conditions in Bulldog breeds that are considered normal: cherry eye, entropion, loose hips, demodectic mange (generalized and localized), skin allergies,



luxating patella, elongated soft palate, small trachea, stenosis of nostrils, etc.

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- Diseases that can be prevented through vaccinations and prophylactic medications such as heartworms.
- Stress-related illnesses such as, but not limited to, pneumonia, diarrhea and hypoglycemia can occur in the puppy from the stress of moving or flying to the buyer's home. The buyer is solely responsible for veterinary bills incurred as a result.
- Parvovirus; buyer understands that the puppy can contract parvo in any and all public areas and if this puppy contracts parvovirus, the Responsible Party is not responsible for vet bills or death of the puppy as a result of such illness if diagnosed after the first 72 hours after arrival. SNAP tests to diagnose Parvovirus are inadmissible. A PCR blood test is required.
- Coccidia diagnosed from a SNAP test. SNAP tests to diagnose Coccidia are inadmissible. A PCR blood test is required.
- Low blood sugar, hypoglycemia and any and all related statements.
- Hiatal, perineal, diaphragmatic and inguinal hernias. Umbilical hernias identified after initial veterinary examination.
- Pre-existing conditions. All pre-existing conditions disclosed prior to the birth, including related conditions and/or treatments. Degradation or worsening of such conditions.
- Breed-specific health ailments.
- Genetic test results.
- Cancer of any type.
- Coronavirus.



- X-rays.

Breed-specific health ailments

Certain Breeds are susceptible or prone to adverse health effects ranging from epilepsy, seizures or even death due to the administration of certain vaccines or the administration of multiple vaccines at once or in a short period of time. In the unfortunate event that your veterinarian mismanaged breed-specific vaccination protocols, this Health Guarantee will be considered null and void.

Certain Breeds are susceptible or prone to suffer adverse health effects ("Ailments") that are not covered by this Health Guarantee. Breed Ailments include, but are not limited to, certain diseases, syndromes, autoimmune disorders, epilepsy, eye problems, cataracts, ear infections, portosystemic shunt or defects, respiratory problems, elbow or hip dysplasia, joint problems, swelling, glaucoma, diabetes, tracheal collapse, respiratory problems, skin or hair loss, little white shaker syndrome, heart disease, mitral valve disease, valvular disease, aortic stenosis or heart failure. Determination of breed specific diseases will be made by veterinary consensus, to include, at PAWMILY's sole discretion, the determination of veterinary practitioners or published editorials on breed standards.

No Heartgard : Whitefeet, don't treat! Interceptor is the only safe heartworm prevention medication for Collies, Collie-mixes, Shelties and Sheltie-mixes. This is due to the fact that Interceptor does not contain the drug called ivermectin, which is known to have deadly effects in these and other breeds.

How to file a claim?



If there is any concern with your puppy's health, you should contact PAWMILY immediately. Include a copy of medical records related to your puppy's diagnosis and other information that PAWMILY may need to review. An official written diagnosis by the veterinarian is required. We will work with you to help you obtain the information needed to review the claim.

Once we have received all requested information regarding the diagnosis and related veterinary expenses, PAWMILY will review your claim to determine how the Health Guarantee can help you and your puppy.

PAWMILY, and the breeders reserve the right at any time during the claim review process to obtain an additional opinion from a veterinarian or specialist of their choice. In certain conditions or diagnoses, Buyer understands that a specialist may be necessary to make a proper diagnosis. In the unfortunate event that the puppy dies, a necropsy report at the Buyer's expense stating the cause of death will be required to file a claim and if the Buyer will receive a Refund or Replacement under this Health Guarantee, PAWMILY will require proof. of euthanasia from your veterinarian, including the diagnosis related to the cause of death. Please note that the first year of this Health Guarantee is offered by the breeder only.

Breach

Buyer understands and agrees that the following actions will result in default and/or breach of the contract, which will render this Health Guarantee null and void.

Buyer's Obligations

Breeding Rights

Breeding ability

Veterinary mishandling of breed-specific vaccines

Legal action taken by Buyer against PAWMILY. or any of its properties.



Chargeback of any kind. This constitutes fraud and, therefore, the Buyer will be prosecuted and criminally prosecuted.

Defamation, libel and/or slander of any kind against PAWMILY. or any of its properties.

Limits of total liability

This Health Guarantee includes Limits of Liability , No Double Recovery and states the maximum refund benefits and total liability limits up to the original purchase price of your puppy. Buyer agrees, to the fullest extent permitted by law, to limit the responsibility of Breeder and PAWMILY's officers, directors, partners, employees, shareholders, owners and suppliers and subconsultants for any and all claims, losses, costs, damages of any nature, whether it arises out of the breach of the contract. Negligence or other common law or legal theory of recovery, or claims for expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Breeder and the officers, directors, partners, employees, shareholders, owners and PAWMILY. Suppliers and sub consultants shall not exceed the Purchase Price. This limitation is intended to apply to any and all liabilities or causes of action, regardless of what is alleged or arises, unless prohibited by law, which includes, but is not limited to, negligence, breach of contract or any other claim, whether in tort, contract or equity.

How do state laws affect me?

You may have additional rights available to you depending on your state.

Agreement to Mandatory Individual Arbitration and Class Action Waiver.

Please read this carefully as it affects your rights. in lieu of filing a lawsuit in court, buyer agrees that the exclusive means of resolving any dispute, controversy or claim arising out of or relating to this agreement, or buyer's interaction with or relationship with the responsible party, WILL BE A



BINDING ARBITRATE by the association arbitration administration on an individual basis. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. buyer agrees that, by entering into this agreement, buyer waives the right to a jury trial and the right to participate in any class action or representative or other class proceeding. BUYER FURTHER AGREES TO THE FOLLOWING:

This agreement of arbitration is intended to be broadly interpreted and includes, but is not limited to: (1) disputes and claims arising out of or relating to any aspect of the relationship between Buyer and LIABLE PARTY, whether based on the breach of contract , breach of any warranty or guarantee, tort, statute, fraud, misrepresentation or any other legal theory; (2) claims that arose prior to this Agreement or any prior agreement (including, but not limited to, claims relating to advertising); (3) claims that may arise after the termination of Buyer's relationship with the RESPONSIBLE; and (4) claims that are currently the subject of purported class litigation in which Buyer is not a member of a certified class.

Buyer hereby agrees that the Federal Arbitration Act ("FAA") applies to any arbitration and governs all matters as to whether a dispute is subject to arbitration. Unless agreed otherwise in writing, by Buyer and LIABLE PARTY, the arbitration shall be: (i) administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules then in effect (the "AAA Rules"); and (ii) conducted by a single arbitrator licensed to practice law. The AAA Rules can be found at www.adr.org.

THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATIONS EVEN IF THE PROCEDURES OR THE AAA RULES PERMIT IT. RATHER, THE BUYER AND THE RESPONSIBLE PARTY ARE ENTITLED TO PROCEED TO ARBITRATION ON AN INDIVIDUAL BASIS ONLY. In addition, and unless the buyer and the responsible party agree otherwise in writing, the arbitrator cannot consolidate more than one individual party's claims with the claims of any



other party, and cannot otherwise preside over any form of class or representative arbitration.

Buyer and LIABLE PARTY are responsible for their respective costs related to attorneys, experts and witnesses. If the judgment fails in favor of the RESPONSIBLE PARTY, Buyer agrees to pay the respective costs accrued by the LIABLE PARTY related to court costs, attorneys, experts and witnesses.

This agreement of arbitration does not prohibit Buyer or LIABLE PARTY from bringing issues to the attention of federal, state, or local agencies. These agencies may, if permitted by law, seek relief on behalf of a party. In addition, and without prejudice to the other provisions of this arbitration agreement, either party can bring an individual action in small claims court.

If the Buyer or LIABLE PARTY fails to comply with this arbitration provision, such breaching party shall be liable for costs and attorneys' fees incurred by the other party to enforce the arbitration agreement.

Unless otherwise decided by the AAA arbitrator, all claims or counterclaims shall be resolved by the submission of the documents only/documentary arbitration (see R-29 of the AAA Rules). However, either party may request a hearing. The arbitrator may also decide that a face-to-face hearing is necessary. However, any hearing that is not conducted by telephone will be held in the county in which the RESPONSIBLE PARTY resides or operates, unless the AAA arbitrator decides otherwise.

Small Claims Option: You may also litigate any dispute in Small Claims Court in the county in which the LIABLE PARTY resides or operates if your claim meets all of the requirements to be heard in Small Claims Court. However, if you initiate a small claims case, you are responsible for all court costs.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify or annul an arbitration award, may be brought



in to any court of competent jurisdiction. In the event that this arbitration agreement is unenforceable for any reason considered, any litigation against the LIABLE PARTY (with the exception of small claims court actions) may be brought only in the federal or state courts located in the county in which the LIABLE PARTY resides. or operates. You hereby give your irrevocable consent to the jurisdiction of those courts for such purposes.

Extended Agreement

This Health Warranty represents the health agreement between you, the Buyer, PAWMILY and its properties. This Health Warranty takes precedence over all other warranties, extended warranties independently offered by the Buyer, supplemental or conflicting terms and policies between the parties.

Last updated: July 8, 2021