

# PIKS — TERMS OF SERVICE, PRIVACY, AND REFUND POLICY

Effective Date: July 11, 2026

This document constitutes a legally binding agreement between you (the "User", whether a Pet Owner or a Dog Walker) and Piks Daily Limited Liability Company, a company incorporated under the laws of the State of Delaware, United States, with Delaware File Number 10622931 (hereinafter referred to as the "Company", "We", "Us", or "Our").

By creating an account, downloading, accessing, or using the Piks mobile application (the "App"), you explicitly agree to be bound by all the terms, conditions, disclaimers, arbitration clauses, and liability limitations stated herein. If you do not agree to these terms, you must immediately cease using the App and delete your account.

---

## SECTION I. THE NATURE OF THE SERVICE (PLATFORM DISCLAIMER)

### 1. Independent Contractor Status & No Agency

- Platform Only: The Company provides an online marketplace and technological platform that connects Pet Owners with independent Dog Walkers. The Company does not provide dog walking, pet sitting, or veterinary care services.
- No Employment: Dog Walkers are independent contractors and not employees, agents, partners, or joint ventures of the Company. Walkers retain absolute control over their schedules, pricing flags, methods, and acceptance of orders.
- No Endorsement: Manual document verification performed by the Administration is strictly for basic identity confirmation purposes. It does not constitute an endorsement, guarantee, or certification of a Walker's skills, background, psychological fitness, character, or safety.

---

## SECTION II. INTELLECTUAL PROPERTY & CONTENT MODERATION

### 2. Ownership of the Platform

All rights, titles, and interests in and to the App, including but not limited to its software code, design, UI/UX elements, logos, trademarks, text, database structures, the Piks social feed mechanics, algorithms, and leaderboard systems, are the exclusive property of Piks Daily Limited Liability Company. Nothing in these terms grants the User any right to copy, reverse-engineer, modify, or distribute any part of the App.

### 3. User-Generated Content and Moderation

- Content Restrictions: Users are strictly prohibited from uploading content to the Piks social feed featuring animal cruelty, adult/erotic elements, hate speech, third-party commercial advertisements, or unauthorized images of individuals.
- Right to Delete: The Administration reserves the absolute right to remove any user-generated content, deduct accumulated social feed bonuses, and permanently ban accounts instantly without prior notice or explanation.

---

### SECTION III. LIMITATION OF LIABILITY & RELEASE

#### 4. Absolute Disclaimer of Warranties

The App and all connections facilitated by it are provided on an "AS IS" and "AS AVAILABLE" basis. To the maximum extent permitted by applicable law, the Company disclaims all warranties, express or implied, including but not limited to safety, quality, reliability, accuracy of GPS tracking, or the fitness, background, and behavior of any Walker, Pet Owner, or pet.

#### 5. Total Limitation of Liability

Under no circumstances shall Piks Daily Limited Liability Company, its directors, employees, or affiliates, be held liable for any direct, indirect, incidental, special, exemplary, punitive, or consequential damages arising out of or in connection with:

- Any bodily injury, death, emotional distress, or psychological trauma to any User (Owner, Walker, or third party).
- Any injury, illness, disease, lost dog incident, or death of any pet/animal.
- Any property damage, theft, burglary, or unauthorized entry into residential premises resulting from key sharing or access codes.
- Any technical malfunctions, inaccurate GPS routes, server downtime, or loss of user data.
- Any interactions, disputes, or illegal acts committed by Users off-platform.

Maximum Financial Cap: In no event shall the Company's total aggregate liability to any User for all claims exceed the total amount of fees actually retained by the Company from that specific User's transactions during the one (1) month immediately preceding the event giving rise to the claim, or \$100 USD, whichever is lesser.

#### 6. Third-Party Services Disclaimer

The App integrates third-party services for payments (Stripe, PayPal, Apple Pay, Google Pay), database management (Firebase), and mapping/navigation API (Google Maps / Apple Maps). The Company is not responsible for any failures, financial losses, data leaks, or routing inaccuracies caused by these third-party providers.

#### 7. Indemnification by Users

You agree to indemnify, defend, and hold harmless Piks Daily Limited Liability Company from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from your use of the App, your violation of this agreement, or any negligent act, omission, or willful misconduct committed by you or your pet.

---

### SECTION IV. PRIVACY POLICY & DATA PROCESSING

#### 8. Categories of Data Collected

- For All Users: First name, last name, phone number, email address, profile picture, and payment tokens (processed securely via Stripe/PayPal).

- For Pet Owners: Information about pets (name, breed, age, behavioral traits, habits, photos), public ratings, and reviews given to the pet/owner.
- For Dog Walkers: Biography, availability hours, skills/certifications, photos of personal dogs, and identification documents (ID/Passport) required for mandatory manual verification.
- Technical Data: Real-time GPS location tracking data (collected strictly during active walks), in-app chat histories, server logs, and Firebase analytics.

#### 9. Data Storage and Public Ratings

- ID Security: Identity documents uploaded by Walkers for verification purposes are stored in encrypted, isolated cloud storage. They are accessible only to the Admin, never shared with third parties, and never made public.
- Public Ratings: All ratings for dogs (1–5 stars), owners (1–5 stars), and text reviews left by Walkers are strictly public and visible in the Pet Owner's profile to all other registered Walkers.

---

### SECTION V. CANCELLATION, FARES, AND REFUND POLICY

#### 10. Order Cancellation Rules

- Cancellation by the Pet Owner:
  - \* Standard Cancellation: Free of charge if done more than 2 hours before the scheduled start time.
  - \* Late Cancellation Fee: If cancelled less than 2 hours before the scheduled time, a fee of 50% of the fare is charged to compensate the Walker.
  - \* Quick Walk Requests: Free within the first 5 minutes after a Walker accepts. A late fee applies thereafter.
- Cancellation by the Dog Walker: If a Walker cancels, the Owner receives a 100% full refund to their original payment method. Excessive cancellations by a Walker will result in manual account suspension.

#### 11. Service Quality Disagreements & Cash Transactions

- Refund Claims: Claims based on incomplete service (short walk duration, missing GPS track, unlogged activity icons) must be submitted via in-app chat within 24 hours of the walk. The Admin's audit of the database logs constitutes the final, unappealable decision.
- Cash Adjustments: For orders booked under "Cash Payment", physical cash refunds are never issued by the platform. Any approved refunds or adjustments are executed by the Admin through the mobile admin panel as a modification of the User's Internal Balance. The system automatically settles this virtual balance debt or credit during the User's next online card transaction.
- Processing Times: Approved online bank/wallet refunds take 5 to 10 business days depending on the financial institution.

---

### SECTION VI. OPERATIONAL RULES & EMERGENCY PROTOCOLS

#### 12. Emergency Situations and Medical Costs

In the event of an emergency (injury or illness of the pet), the Walker must immediately attempt to contact the Owner and Customer Support. If the Owner is unreachable, the Walker may take the pet to a veterinary clinic. 100% of all veterinary and medical expenses shall be borne solely by the Pet Owner. The Company shall not pay or reimburse any medical or veterinary fees under any circumstances.

### 13. Aggressive Pet Policy & Liability

Pet Owners must accurately report aggressive tendencies. If a dog exhibits uncontrollable aggression during a walk, the Walker may terminate the walk immediately and secure the dog. The service will be billed in full, and no refund will be issued. The Pet Owner assumes absolute civil and criminal liability for any third-party or Walker injuries caused by the dog.

### 14. Anti-Disintermediation (Off-Platform Interactions)

All bookings, messaging, and financial transactions must happen exclusively inside the App. Offering or accepting payments outside the App (except for the designated "Cash Payment" option logged in the system) will result in a permanent account ban for both parties, forfeiture of all accumulated Piks social bonuses, and potential legal claims by the Company for lost commission.

### 15. Account Deletion

Users may delete their accounts via settings, provided all outstanding orders are completed and all internal financial balances (cash adjustments or debts) are completely settled.

---

## SECTION VII. GOVERNING LAW, MANDATORY ARBITRATION & CLASS ACTION WAIVER

### 16. Governing Law

This agreement, its interpretation, and any disputes arising out of the use of the App shall be governed exclusively by the laws of the State of Delaware, United States, without regard to its conflict of law principles.

### 17. Mandatory Binding Arbitration

Except where prohibited by law, you and the Company agree that any dispute, claim, or controversy arising out of or relating to these Terms, the App, or the breach, termination, enforcement, interpretation, or validity thereof, shall be settled exclusively by binding arbitration administered by the American Arbitration Association (AAA) or a mutually agreed private arbitrator in the State of Delaware, rather than in a court of law. You acknowledge that you are waiving your right to a trial by jury.

### 18. Class Action Waiver

YOU AND THE COMPANY AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate more than one person's claims or preside over any form of a representative or class proceeding.

#### 19. Severability

If any provision of these Terms is found to be illegal, invalid, or unenforceable under applicable law, such provision shall be severed, and the remaining parts of this agreement shall continue in full force and effect.

#### 20. Modifications to this Policy

The Company reserves the right to update or modify this Policy at any time without prior individual notice. The updated version will be posted within the App with a revised "Effective Date". Your continued use of the App after any changes constitutes your automatic acceptance of the new terms.

#### 21. Corporate Identity & Support Contacts

For any legal notices, support inquiries, or data access requests, users may contact support via the in-app chat interface or submit an inquiry to the operating entity:

- Company Name: Pika Daily Limited Liability Company
- Entity Type: Delaware LLC
- Delaware File Number: 10622931