

A photograph of a man, a woman, and a dog by a lake. The man is wearing a beanie and sunglasses, looking off to the side. The woman is smiling at the camera. The dog is a tan and white mix, looking towards the right. They are in a natural setting with trees and a body of water in the background. A large green semi-circle is overlaid on the bottom half of the image, containing the text and logo.

Universal Membership Agreement

 groompass®

Welcome to Groompass!

We're thrilled to welcome you to the Groompass community! We know that the first few days of membership can be a bit confusing and we want to ensure that you have all the information you need.

First, let's get one thing clear: Groompass is not an insurance product. You read through the policy carefully and you'll see that for yourself. To learn more about this exciting new product, we've highlighted the most commonly asked-about sections below.

01. Some Housekeeping Stuff

Throughout this membership agreement, the words "You" and "Your" refer to the Groompass member who registered for a Groompass plan via our website. The words "We," "Us," and "Our" refer to the company providing this membership plan (the "Company") or the Company's designated representative. The words "Plan" and "membership agreement" refer to your Groompass plan.

02. Coverage and Eligibility

We'll reimburse You for covered expenses up to the benefit count and max amount outlined in Your Groompass plan. Groompass only covers preventative or routine care for Your pet, and can only reimburse for expenses incurred during Your membership period. All reimbursements are subject to confirmation and validation by Groompass.

Coverage begins as soon as payment is processed and Groompass will only reimburse expenses incurred after the official date and time of successful payment. For invoices originating on the same date of membership initiation, Groompass requires a time stamped invoice to verify the expense occurred after joining. Unless otherwise outlined, time of expense is based on the time the payment was processed.

03. Categories of Coverage

Coverage is limited to preventative and routine care only, and does not include any form of treatment for an accident, illness, or emergency. Groompass reserves the right to amend coverage under any category of coverage as needed at any time during the membership.

- Grooming
- Gland Expression
- Dental Prophylaxis
- Dematting
- Teeth Brushing
- De-Shedding
- Nail Grinding

04. Exclusions

While we hope this will never happen, there are some folks out there trying to cheat us. Groompass reserves the right to deny reimbursement for invoices deemed to be incomplete, fraudulent, or originating from an unlicensed vendor.

The following items and services are explicitly not included in this Agreement:



- A** Services and/or products distributed or administered by nonlicensed individuals. Qualification is subject to confirmation and approval by Groompass.
- B** Services, including office visits and consultations, rendered by specialists to whom the pet is referred.
- C** Any treatment covered by third-party insurance policies including accident, illness, emergency, and end-of-life care.
- D** Taxes, tips, discounts and service fees
- E** Services, including office visits and consultations, rendered by specialists to whom the pet is referred.

05. Claims Procedures

To ensure that Your claim is processed speedily and accurately, we ask the following from You :

1. Submit a picture of the entire itemized invoice from Your groomer or service provider that includes the following information:

- Provider name, phone number, address
- Your pet's name listed somewhere on the invoice (to confirm the service / purchase was for that specific pet)
- The full list of services or individual items billed, including
- any items not reimbursable by Groompass, discounts, tips and taxes
- The total amount billed to your card, and proof of payment

- Invoices must be printed on letterhead or otherwise verifiable, invoices from Quick pay apps such as Square must include the itemized procedures, the total amount, the tip, as well as the authorization number located at the bottom of the receipt.
- In order to prevent fraudulent claims, We cannot accept handwritten receipts. Groompass reserves the right to accept or deny invoices based on the discretion of our claims department.

05. Claims Procedures – cont'd

2. You must submit your claim as soon as practicable but no later than thirty (30) days after the expiration of the Membership Period.

3. Cooperate with Us in the investigation of any Claim which may include providing additional information for a specific provider or invoice.

Failure to comply with these conditions may result in a Claim being denied.

Groompass reserves the right to deny any claims deemed to be fraudulent, without explanation. Groompass may also share any information related to such activity with the appropriate regulatory authority or law enforcement.

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06. Transfer

This Agreement and the goods and services provided under it are not transferable to another pet or assignable to another person. This Agreement applies only to the pet enrolled at signup, while owned by You. This Groompass plan is not insurance. Plan coverage includes only the items listed in exhibit A, up to the corresponding annual maximums.

07. **Accepted Providers**

Expenses are accepted from any licensed veterinarian, groomer, or any service provide, with qualification subject to Groompass's confirmation and discretion.

08. **Automatic Renewal**

This agreement is effective following the processing of your payment, and will automatically renew on the anniversary of that date in each succeeding year unless You (or We) cancel this Agreement as described in section 13 below.

Re-enrollment:

This agreement is effective following the processing of your payment, and will automatically renew on the anniversary of that date in each succeeding year unless You (or We) cancel this Agreement as described in section 13 below.

Re-enrollment:

09. **Plan Discounts**

Discounts are for one-time use at the time of purchase and are not stackable.

10. **Estimated Savings**

Member understands and acknowledges that advertised savings under the Plan assume utilization of all services included in the Plan and that actual savings may vary.

11. **Payments**

Payment can be made in-full or via monthly installments. Either payment can be billed directly to Your credit card or debit card. An overdraft/reprocessing fee of \$10.00 may be billed to You for insufficient funds, over limit status or any other reason a payment is unable to be processed based on the account information supplied by You. You are responsible for immediately notifying Us of any changes in billing account information to avoid any payment overdraft/reprocessing fees.

12. Cancellation

Either You or Groompass may cancel this Agreement at any time, but there may be monies due upon cancellation. Because we bake in significant discounts to your monthly membership, cancellation mid-term may result in a fee. We don't love fees, but in the event that you get reimbursed for claims and cancel, we'll have to make ourselves whole again. We love to help you pay for stuff, but we need to stay in business in order to do so!

In the event that cancellation of this Agreement results in monies due by You, such monies shall be paid in full at the time of cancellation. In the event cancellation results in monies due to You (in other words, if we owe you a refund), such monies will be paid by Groompass within 6 to 8 weeks. To cancel this Agreement, Member must submit a cancellation request in writing to support@groompass.com.

13. Price and Service Changes

Cancellation by Member within 24 hours

A newly enrolled Member who has not been enrolled in a Plan within the preceding 90 days may cancel this Agreement for any reason within 24 hours of enrollment. The membership fee and any other fees paid are refundable.

Cancellation by Member After 24 hours

If Member cancels for any reason (including but not limited to death or loss of pet or transfer of ownership), whether before or after Provider has reimbursed for approved expenses, Provider shall be entitled to retain the entire membership fee.

Provider shall also be entitled to retain or recover from Member all monthly installments that have previously been paid or become due, including the installment for the month in which cancellation occurs, regardless of the cancellation request date.

14. Price and Service Changes – cont'd

In addition, upon cancellation prior to the end of the Plan Year, if the total value of Plan services/products already reimbursed during the plan year exceeds the sum of monthly installments collected for that Plan Year, Member shall be obligated to do one of the following:

Either You or Groompass may cancel this Agreement at any time, but there may be monies due upon cancellation. Because we bake in significant discounts to your monthly membership, cancellation mid-term may result in a fee. We don't love fees, but in the event that you get reimbursed for claims and cancel, we'll have to make ourselves whole again. We love to help you pay for stuff, but we need to stay in business in order to do so!

If You have paid the full annual fee in advance and decide to cancel, Groompass will refund, if any, the lesser of (a) one-twelfth of the annual fee times the number of full months remaining in the Plan Year or (b) the full annual fee minus the undiscounted value of all Plan services/products that have been reimbursed in the Plan Year (with all discounts or credits reversed). In other words, if you cancel one month into your membership and have not made any claims, we'll keep a portion of your payment for month one, and refund you the remaining 11 months worth of fees.

Cancellation by Provider: Provider reserves the right to cancel the Plan at any time and for any reason, including but not limited to suspected fraudulent activity. In the event Provider chooses to cancel the Plan for any reason except Member's default, Provider will waive any future payments due under the Plan and discharge Member's remaining obligation under this Agreement in full.

The initial price of the Plan is the price in effect when the pet is enrolled. The price of any subsequent renewal Plan is the price initially paid, unless otherwise stipulated. Groompass reserves the right to adjust price, services and the Terms and Conditions of this Agreement as of the date of any renewal of this Agreement.

Groompass will give You notice of any price changes no less than 30 days prior to the date they are to become effective; however, no notice will be given of a price change resulting from You cancelling and re-subscribing. It is Your responsibility to read and understand the Terms and Conditions and services included in any changes to the Plan (renewal, upgrade, downgrade, or cancellations).

15. Payments

If You fail to pay any monthly installment by its due date, Groompass may immediately suspend Plan services until You reinstate the Plan by paying all monthly fees due and owing at the time of payment. However, if any monthly installment is past due for 120 days or more, Groompass may immediately cancel this Agreement and discontinue Plan services, declare all remaining monthly installments for the then-current Plan Year to be immediately due and payable, and refer Your account to a third-party collection agency.

Collection activity may negatively impact Your credit rating and may result in collection fees that will be payable by You. If Groompass permits You to restart a Plan after cancellation under this section, a new membership fee will be required unless special arrangements are made between You and Groompass and agreed to in advance.

16. Collection Costs

Whether or not a legal action is commenced, You agree to pay and reimburse Groompass for any and all fees and costs of any collection agency which may be based on a percentage of the debt (up to the maximum percentage of 33%), and all fees, costs, and expenses, including reasonable attorney's fees, incurred by Groompass in such collection efforts, in each case such amounts may be added to the debt owing when the account is placed into collections.

17. Contact and Notice

As part of this Membership Agreement, You agree, in order for Us to service Your account, including, but not limited to, providing medical reminders, customer support, or to collect any amounts owed, We or our agents may contact You by telephone, text messages, emails, including by use of automatic dialing devices and/or pre-recorded/artificial automated voice or text messages, at any telephone number or email address provided to Provider by Member, including residential or wireless telephone numbers.

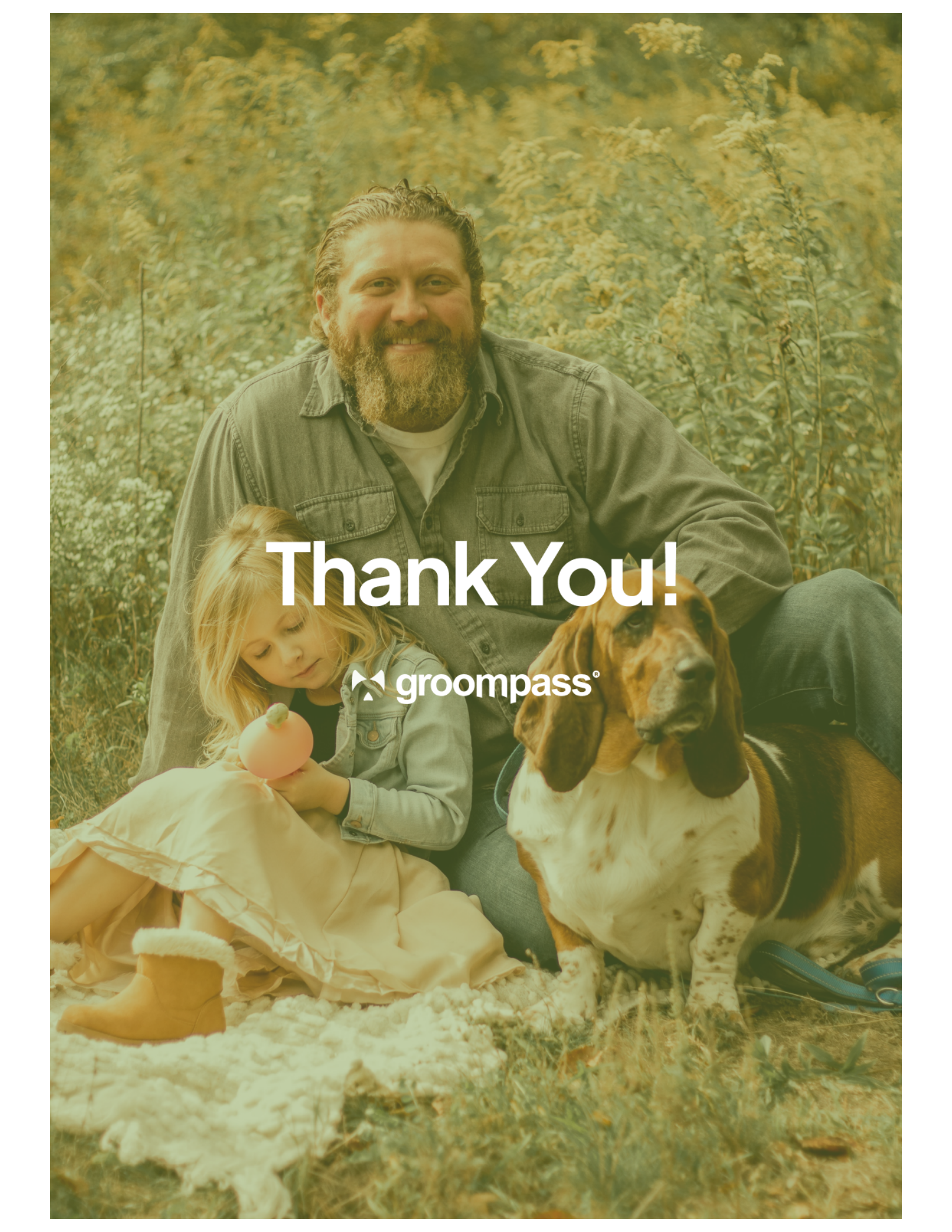
18. Arbitration

Any and all claims, controversies, or disputes arising out of or related in any way to this Agreement shall be subject to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) under the Federal Arbitration Act. This includes, without limitation, any claims, controversies, or disputes that would otherwise be subject to class actions. This Agreement is governed by the substantive laws of Delaware. Judgment of the arbitration award may be entered in any court of competent jurisdiction.

Exhibit A – Coverage

Values listed below represent the maximum annual reimbursement per category. Coverage categories and amounts are subject to change. Coverage is displayed as the count (where applicable) / annual maximum.

Service Type	Count/Amount
Bath/Full Groom	8/\$75
Dematting/De-Shedding	3/\$50
Gland Expression	2/\$40
Teeth Brushing	2/\$30
Nail Grinding / Trimming	2/\$30
Dental prophylaxis	2/\$75

A warm, golden-hour photograph of a man with a beard, a young girl, and a beagle dog sitting in a field of tall grass and wildflowers. The man is in the background, smiling. The girl is in the foreground, holding a small orange pumpkin. The beagle is sitting to the right. The text 'Thank You!' is overlaid in the center.

Thank You!

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