

The Buyer identified in the payment authorization described below (“Buyer”) agrees to pay the total purchase price for the goods and/or service acquired from the Seller in the amount notified to Underworld Kennels & Dog Training LLC (“UKDT LLC”) by the Seller (“Purchase Price”) and authorized by the Buyer, in either a single payment or in the number of installment payments as set forth in the payment authorization (“Authorization”). Payment will be made by the Buyer authorizing the Seller to charge Buyer’s credit or debit card (“Card”), in a single payment (“Single Payment”) or if applicable in equal monthly installments as set forth in the Authorization for each month until paid in full (each an “Installment”). The authorization will be in the agreed form issued by the Seller. Buyer acknowledges and agrees that this Customer’s Terms and Conditions (this “Agreement”) supplements the Authorization and the agreement with the Buyer’s Card issuer and governs the agreement with respect to the payment of the Purchase Price using the services of UKDT LLC.

## 2. Single Payment

**Current Single Payment.** If Buyer agrees to a Single Payment, then Buyer authorizes Seller to charge Buyer’s Card for the Purchase Price in a Single Payment subject to the terms and conditions hereunder, but subject to the terms and conditions of Buyer’s Card.

**Deferred Single Payment.** If agreed by the Seller, Buyer may have the option of deferred payment for the Single Payment for the number of days agreed by the Seller in the Authorization at the time of Purchase. At the expiry of the agreed deferral period, the Purchase Price remaining will be charged to the Buyer’s Card.

## 3. Installment Payments

**Current Installment Payments.** If Buyer is paying by Installment, then Buyer authorizes Seller to hold an authorization against the Buyer’s card for the Purchase Price, adjusted each month, based on the payment Installments to date until the Purchase Price is paid in full to Seller.

**Deferred Installment Payments.** If Seller allows deferred payments for any or all Installments, the number of days agreed at time of purchase and set out in the Authorization will defer the payment of each Installment by the agreed for stated number of days. If an Installment has not been paid at the expiry of deferral then Buyer’s Card will be charged the remaining Installment amount.

**4. Payment Default.** Any payment not paid when due will be charged interest at the Annual Percentage Rate stated in the Buyer’s Card agreement and disclosure statement until fully paid. To the extent applicable, Buyer agrees that any Installment amounts due on the Purchase that have been charged to Buyer’s Card and not paid when due or if the statement balance is not paid in full when due, pursuant to the Buyer’s agreement with their Card issuer (“Issuer”), Buyer will be charged interest at the Annual Percentage Rate stated in the Issuer’s Disclosure Statement, or under other applicable law or regulation, until the Installments are fully paid.

If the Buyer’s card Issuer fails to pay a payment for any reason, or fails to re-authorize any authorization for the outstanding balance of Purchase Price, Seller, may charge Buyer’s Card at any time for the full outstanding Purchase Price after 7 days notice to the Buyer’s email.

#### 5. Authorization on Card

Buyer agrees that Seller may obtain authorization on Buyer's Card for the full amount of the Purchase Price at the time of sale, for Single or for Installment payment as agreed, for Installment Payment Seller may obtain authorization on Buyer's Card each month for the Installment and the entire remaining balance of the Purchase Price. Buyer understands that this authorization will remain in effect until Buyer pays all outstanding Installments. Seller may, obtain authorization on the Buyer's Card only for each monthly installment on a month by month basis.

Buyer agrees that for deferred payments Seller may obtain an authorization on the full amount of the Purchase Price and such authorization shall be adjusted monthly and/or in accordance with the deferral, to account for the terms of the agreed payment agreement until all payment of the Purchase Price in full.

Buyer acknowledges the authorizations allowed hereunder may adversely impact Buyer's available credit on Buyer's Card. The pending authorizations may temporarily overlap on Buyer's Card, further reducing the amount of available credit during that time period. Buyer agrees Seller is not liable for any adverse consequences to Buyer as a result of such authorization.

In the case of a card authorization being rejected for any reason, Buyer understands that Seller may, process the Card for authorization again.

In case of refusal of a card payment or authorization, or a card chargeback by Buyer or Buyer's issuer, Seller or Seller's affiliates may pursue collection actions against Buyer for the remaining Purchase Price including process the Card for the full remaining balance.

6. Fraud Detection. Buyer acknowledges and understands that UKDT LLC may use fraud detection technologies or other similar preventive tools of third parties with respect to transaction authorizations. In the event that UKDT LLC, or any third party on behalf of UKDT LLC, indicates an illegal, fraudulent or other credit risk activity associated with a transaction made by a Buyer, such transaction may be limited or declined by UKDT LLC and/or Buyer.

7. Information Changes. Buyer agrees to notify Seller and UKDT LLC, in writing via Buyer's user account at info@underworldkennels.com, of any changes to Buyer's Card, account information or termination of this authorization. UKDT LLC will update such information and process such requests within 30 days after receipt of notification. Buyer understands that the payments may be authorized and charged on the next business day after notice of change. Buyer further understands that because these are electronic transactions, any authorizations and charges may be immediately posted to Buyer's account.

8. Communications. UKDT LLC will only communicate with the Buyer for marketing purposes via email or other electronic means if the Buyer has provided a prior opt in consent. UKDT LLC may communicate with and solicit Buyer via or other non-electronic means without such prior opt in consent. The Buyer may withdraw its consent at any time.

9. Compliance with Laws. Buyer acknowledges that the origination of any authorized transactions to the Buyer's account must comply with the provisions of applicable law. Buyer certifies that Buyer is the authorized user of the Card used for the purchase and will not dispute the payment with Buyer's Card company.

10. Limitation of Liability.

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW IN NO EVENT WILL UKDT LLC BE LIABLE TO BUYER FOR ANY LOSS OF USE; INTERRUPTION OF BUSINESS; OR ANY DIRECT, INDIRECT; SPECIAL; INCIDENTAL; OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT; TORT (INCLUDING NEGLIGENCE); STRICT PRODUCT LIABILITY OR OTHERWISE IN RELATION TO THIS AGREEMENT; EVEN IF UKDT LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Authority to Describe. Buyer agrees that if delivery of the goods or services is not made at the time of execution of this contract, the description of the goods or services and the due date of the first payment may be inserted by Seller, in Seller's counterpart of the contract, after it has been signed by Buyer and with the effect it will be agreement as to the Purchase Price and terms for payment.

12. Invalidity. If any one or more of the terms of this Agreement shall for any reason be held to be invalid or unenforceable, such term shall be construed in a manner to enable it to be enforced to the extent compatible with applicable law. Any determination of the invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions hereof unless the business purpose of the terms is substantially frustrated thereby.

13. Privacy Policy. Buyer's privacy is important to us. UKDT LLC will not share your information with anyone except the credit bureaus. Buyer shall include Buyer's name, address, account number and the last four digits of Buyer's Card number used in this transaction so such request can be honored. By engaging in a transaction with Seller using UKDT LLC's services, Buyer agrees that Seller may report Your account to consumer reporting agencies. Late payments, missed payments, or other defaults on Your Card account may be reflected by Your Issuer in Your credit report.

Governing Law and Dispute Resolution (United States). Any claim, dispute, or controversy ("Claim") arising from or connected with this Agreement, including the enforceability, validity or scope of this clause or this Agreement, shall be governed by this provision. Any Claim shall be resolved by arbitration before a single arbitrator, on an individual basis, without resort to any form of class action ("Class Action Waiver"), pursuant to this arbitration provision and the applicable rules of the American Arbitration Association ("AAA") in effect at the time the Claim is filed. Any arbitration hearing shall take place within the State of Utah, County of Box Elder. At the written request of Buyer, any filing and administrative fees charged or assessed by the AAA which are required to be paid by Buyer and that are in excess of any filing fee Buyer would have been required to pay to file a Claim in state court in Utah shall be advanced and paid for by Seller. The arbitrator may not award punitive or exemplary damages against any party. IF ANY PARTY COMMENCES ARBITRATION WITH RESPECT TO A CLAIM, NEITHER BUYER OR SELLER WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, BUYER WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO THAT CLAIM, AND BUYER WILL HAVE ONLY THOSE RIGHTS THAT ARE AVAILABLE IN AN INDIVIDUAL ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT AS PROVIDED IN THE FEDERAL ARBITRATION ACT (the "FAA"). This Arbitration Provision shall be governed by the FAA, and, if and where applicable, the internal laws of the State of Utah. If any portion of this Arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration provision or the Agreement, provided however, if the Class

Action Waiver is deemed invalid or unenforceable, then this entire Arbitration provision shall be null and void and of no force or effect, but the remaining terms of this Agreement shall remain in full force and effect. Any appropriate court having jurisdiction may enter judgment on any award.

15. Governing Law and Dispute Resolution (United States). Any claim, dispute, or controversy (“Claim”) arising from or connected with this Agreement, including the enforceability, validity or scope of this clause or this Agreement, shall be governed by this provision. Any Claim shall be resolved by arbitration before a single arbitrator, on an individual basis, without resort to any form of class action (“Class Action Waiver”), pursuant to this arbitration provision and the applicable rules of the American Arbitration Association (“AAA”) in effect at the time the Claim is filed. Any arbitration hearing shall take place within the State of Utah, County of Box Elder. At the written request of Buyer, any filing and administrative fees charged or assessed by the AAA which are required to be paid by Buyer and that are in excess of any filing fee Buyer would have been required to pay to file a Claim in state court in Utah shall be advanced and paid for by Seller. The arbitrator may not award punitive or exemplary damages against any party. IF ANY PARTY COMMENCES ARBITRATION WITH RESPECT TO A CLAIM, NEITHER BUYER OR SELLER WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, BUYER WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO THAT CLAIM, AND BUYER WILL HAVE ONLY THOSE RIGHTS THAT ARE AVAILABLE IN AN INDIVIDUAL ARBITRATION. THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT AS PROVIDED IN THE FEDERAL ARBITRATION ACT (the “FAA”). This Arbitration Provision shall be governed by the FAA, and, if and where applicable, the internal laws of the State of Utah. If any portion of this Arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration provision or the Agreement, provided however, if the Class Action Waiver is deemed invalid or unenforceable, then this entire Arbitration provision shall be null and void and of no force or effect, but the remaining terms of this Agreement shall remain in full force and effect. Any appropriate court having jurisdiction may enter judgment on any award appropriate court having jurisdiction may enter judgment on any award.

Third Party Beneficiary. Except for the rights and/or interests granted to UKDT LLC pursuant to this Agreement, this Agreement is not intended to and shall not be construed to give any other third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained hereunder or contemplated hereby, and except as otherwise expressly provided for in this Agreement.

Date

Signature

Date

UKDT Representative Signature