



## Terms and Conditions

Welcome to the DOGOUT website and/or DOGOUT mobile application (our “Platform”). This agreement applies as between you, the User of this Platform and DOGOUT of 27 Old Gloucester Street, London WC1N 3AX, [www.dogout.co.uk](http://www.dogout.co.uk) (“we” or “us”), the owner(s) of this Platform. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Platform. If you do not agree to be bound by these terms and conditions, you should stop using the Platform immediately.

You agree that by accessing the Platform, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Platform and you must discontinue use immediately.

These Terms and Conditions (the “Terms”) constitute a legal agreement between you and us governing the use of our Platform and our Services. We license use of our Platform to you on the basis of these Terms. We do not sell our Platform to you, and we remain the owner of our Platform at all times.

### **IMPORTANT NOTICE TO ALL USERS:**

- The terms of this agreement include, in particular, limitations on liability and an indemnity.
- If you do not agree to the terms of this agreement, we will not license use of our platform to you, and you must not use our platform.
- Depending on the version of the Application you have downloaded, these Terms incorporate Apple’s or Android’s terms and conditions and privacy policies (“Platform Terms”). If there is any conflict between these Terms and the Platform Terms, then these Terms will prevail.
- We may from time to time vary these Terms. Please check these Terms regularly to ensure you are aware of any variations made by us. If you continue to use this Platform, you are deemed to have accepted such variations. If you do not agree to such variations, you should not use the Platform.

### **1. Terms of use**

- 1.1. The provisions set out in these Terms govern your access to and your use of our Platform and shall constitute a legally binding agreement between you and us. We may change such terms from time to time and shall notify you accordingly if we do. If you do not agree to such terms, you must not use our Platform.
- 1.2. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable licence to use our Platform on these Terms.



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- 1.3. By registering for an Account, which involves providing us with certain mandatory and voluntary information as required for a successful registration and using our Platform, you agree and acknowledge that:
    - 1.3.1. you have read the terms set out in these Terms and agree to be bound by and comply with them; and
    - 1.3.2. you shall ensure that all Users of your Account abide by these Terms.
  - 1.4. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account. You agree that all actions carried out by any person through your Account shall be deemed to be an act carried out by you, and you shall ensure that all persons who have access to and use your Account are authorised to do so. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.
  - 1.5. We reserve the right to, without any notice, explanation or liability and in our sole discretion, refuse to allow you or suspend your access to our Platform or your Account at any time, or remove or edit content (including content submitted by you) on our Platform or on any of our affiliated websites (including social media pages).
  - 1.6. We reserve the right to change, modify, suspend or discontinue any portion of the Services, our Platform or any other products, services, affiliated websites (including social media pages) and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.
  - 1.7. Save to the extent permitted by us in writing, you are not permitted to use, or submit any content to, our Platform or any of our affiliated websites to advertise, promote or market any products or services of any third party or yourself.
- 2. Uploading content to our Platform**
- 2.1. You irrevocably and unconditionally represent and warrant that any of your content uploaded to our Platform complies with our Privacy Policy, Acceptable Use Policy, the GDPR/DPA and any other applicable laws.
  - 2.2. You are fully responsible for your content uploaded to our Platform. We will not be responsible, or liable to any third party, for:
    - 2.2.1. the content or accuracy of any content or data uploaded by you, by us on your behalf, or any other user of our Platform; or
    - 2.2.2. the loss of any content or data provided to us by you. You should keep a record of all such content and data.
  - 2.3. We will only use the content uploaded by you for the purposes of carrying out the Services, carrying out our obligations in this Agreement and any other purpose expressly set out in this Agreement or otherwise agreed between us. We will not otherwise disclose or distribute the content uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.



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- 2.4. We may use the content uploaded by you for the purpose of data analytics or to implement artificial intelligence or machine learning. Any such content shall be anonymised and used only for the purposes of improving the Services and our response to users of the Platform.
- 2.5. We have the right to disclose your identity to any third party claiming that any content posted or uploaded by you to our Platform constitutes a violation of their rights under Applicable law.
- 2.6. We have the right to delete any content uploaded to our Platform if, in our opinion, it does not comply with the content standards set out.

### 3. Contribution license

- 3.1. By posting your Contributions to any part of the Platform or making Contributions accessible to the Platform by linking your account from the Platform to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorise sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.
- 3.2. This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.
- 3.3. We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights, or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Platform.
- 3.4. You are solely responsible for your Contributions to the Platform, and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.
- 3.5. We have the right, in our sole and absolute discretion,
  - 3.5.1. to edit, redact, or otherwise change any Contributions;
  - 3.5.2. to re-categorise any Contributions to place them in more appropriate locations on the Platform; and
  - 3.5.3. to pre-screen or delete any Contributions at any time and for any reason, without notice.
- 3.6. We have no obligation to monitor your Contributions.
- 3.7. Nothing contained in this Agreement shall be construed to create an entitlement to any share of, payment of, or other form of compensation in, any income or



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revenues generated ,including but not limited to advertising, search, promotions, sponsorship, usage, statistics, data analysis, partnerships, by DOGOUT through DOGOUT's use, promotion or any commercial exploitation whatsoever of the by you uploaded content, materials, submissions, in any form or form, media, or technology now known or hereafter developed.

### 4. Apple and Android Devices

4.1. The following terms apply when you use a mobile application obtained from either the Apple's, Android's store (each an "App Distributor") to access the Platform:

4.1.1. the License granted to you for our mobile application is limited to a non-transferable License to use the application on a device that utilises the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service;

4.1.2. we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application License contained in these Terms and Conditions or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;

4.1.3. in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;

4.1.4. you must comply with applicable third-party terms of agreement when using the mobile application, and

4.1.5. you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application License contained in these Terms and Conditions, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application License contained in these Terms and Conditions against you as a third-party beneficiary thereof.

### 5. Prohibited uses

5.1. You may use our Platform only for lawful purposes. You may not use our Platform:

5.1.1. in any way that breaches any applicable local or international laws or regulations;

5.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

5.1.3. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and

5.1.4. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware



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or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

5.2. You also agree:

5.2.1. not to reproduce, duplicate, copy or re-sell any part of our Platform in contravention of the provisions of our Terms; and

5.2.2. not to access without authority, interfere with, damage or disrupt:

5.2.3. any part of our Platform;

5.2.4. any equipment or network on which our Platform is stored;

5.2.5. any software used in the provision of our Platform; or

5.2.6. any equipment or network or software owned or used by any third party.

5.3. Except as expressly set out in this Agreement or as permitted by any applicable law, you undertake:

5.3.1. save for internal distribution amongst your employees and persons authorised by you for your internal business purposes, and any other purposes contemplated under these Terms or the Platform, not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, our Platform or any of the contents therein for any commercial or other purposes;

5.3.2. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the source code of our Platform nor attempt to do any such thing, or to reproduce, display or otherwise provide access to the Services, our Platform or any of the contents therein, including but not limited to framing, mirroring, linking, spidering, scraping or any other technological means;

5.3.3. not to provide or otherwise make available our Platform in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us;

5.3.4. to include our copyright notice on all entire and partial copies you make of our Platform on any medium;

5.3.5. to comply with all applicable technology control or export laws and regulations; and

5.3.6. not to disrupt, disable, or otherwise impair the proper working of the Services, our Platform or our servers, such as through hacking, cyber-attacks (including but not limited to denial-of-service attacks), tampering or reprogramming.

## 6. DOGOUT Post Wall

6.1. The DOGOUT Post Wall and its contents have been compiled with the greatest possible care. However, DOGOUT does not accept any liability or guarantee for the topicality, correctness and completeness of the information provided on our blog.

6.2. Liability claims against DOGOUT, which refer to material or non-material damages, which have been caused by the use or non-use of the information provided or by the use of incorrect and incomplete information, are fundamentally excluded, provided that there is no demonstrable intentional or grossly negligent fault on the part of DOGOUT.



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- 6.3. DOGOUT expressly reserves the right to change, supplement or delete parts of the pages or the entire blog without separate announcement or to discontinue the publication temporarily or permanently.
- 6.4. All data is published conscientiously but without guarantee.
- 6.5. Errors in the content will be corrected immediately upon being brought to our attention. All rights, including those of reprinting extracts, photomechanical reproduction and translation, are reserved and require the written consent of DOGOUT. Unauthorised use, even of extracts, will be prosecuted.

### 7. Reliance on Information

- 7.1. The Platform is intended to provide general information and entertainment only and, as such, should not be considered as a substitute for advice covering any specific situation. You should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in the Platform.
- 7.2. The information provided on the Platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

### 8. Platform Management

- 8.1. We reserve the right, but not the obligation, to:
  - 8.1.1. monitor the Platform for violations of these Terms and Conditions;
  - 8.1.2. take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
  - 8.1.3. in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
  - 8.1.4. in our sole discretion and without limitation, notice, or liability, to remove from the Platform or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
  - 8.1.5. otherwise manage the Platform in a manner designed to protect our rights and property and to facilitate the proper functioning of the Platform.

### 9. Intellectual property rights

- 9.1. You acknowledge that all intellectual property rights in our Platform anywhere in the world belong to us, that rights in our Platform are licensed (not sold) to you, and that you have no rights in, or to, our Platform other than the right to use them in accordance with these Terms.
- 9.2. Any intellectual property rights in content uploaded by you to our Platform shall continue to belong to you or their respective owners. You agree that you grant us a royalty-free and non-exclusive licence to use, reproduce, publish and display such intellectual property rights for the purposes of performing the Services, promotional purposes, internal administrative purposes and any other purposes set



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out in these Terms, including for the purpose of improving the Services and our responses to users of the Platform.

- 9.3. You acknowledge that you have no right to have access to our Platform in source code form.
- 9.4. Save for internal distribution amongst your employees and persons authorised by you for your internal business purposes and any other purposes contemplated under these Terms or the Platform, you must not modify the paper or digital copies of any materials you have printed off or downloaded from our Platform in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 9.5. Our status (and that of any identified contributors) as the authors of content on our Platform must always be acknowledged.
- 9.6. You must not use any part of the content on our Platform for commercial purposes not specified on our Platform without obtaining a licence to do so from us or our licensors.
- 9.7. If you print off, copy or download any content on our Platform in breach of this Agreement, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### 10. Warranties

- 10.1. While we make all efforts to maintain the accuracy of the information on our Platform, we provide the Services, Platform and all Related Content on an “as is” and “as available” basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.
- 10.2. As part of the Services, you may communicate with Third Parties and have access to Third Party’s Advice. Any information about Third Parties is provided on an “as is” basis, based on information provided to us by the Third Parties. We do not make any warranties, express or implied, as to the qualifications, quality, suitability, fitness for purpose, completeness or correctness of any Third Party or Third Party’s Advice.
- 10.3. You acknowledge that Third Parties are not our agents or employees and all Third Parties are solely responsible for any Third Party’s Advice. No Third Party is authorised to make any statement or representation for and on behalf of us. While we have conducted basic checks on Third Parties, we do not make any representations or warranties as to the qualifications or experience of any Third Party and you are encouraged to conduct your own due diligence on each Third Party, including whether such Third Party and Third Party’s Advice is relevant or suitable for your needs.
- 10.4. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our Platform or any Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, our Platform, the Related Content, or electronic communications sent by us are free of viruses or other harmful components.



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### 11. Limitation of Liability

- 11.1. We are not liable for the completeness, accuracy or correctness of any information uploaded on our Platform and any Related Content. You expressly agree that your use of the Services and our Platform, including reliance on any Third Party's Advice, is at your sole risk.
- 11.2. We do not assist with dispute resolution between any you and any Third Party and are not obliged at any time to adjudicate on any such dispute. In the event of any dispute, you are responsible for contacting the relevant Third Party. Without prejudice to the foregoing, we remain entitled at all times to investigate at our discretion any complaint regarding the use of our Platform or any suspected unlawful activity and to take any action that we deem appropriate, including to file a report with the appropriate authorities.
- 11.3. You agree not to use the Services, our Platform and the Related Content for any resale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services, our Platform or any other website or software) for:
  - 11.3.1. loss of profits, sales, business, or revenue;
  - 11.3.2. business interruption;
  - 11.3.3. loss of anticipated savings;
  - 11.3.4. loss or corruption of data or information;
  - 11.3.5. loss of business opportunity, goodwill or reputation; or
  - 11.3.6. any other indirect or consequential loss or damage.
- 11.4. Nothing in these Terms shall limit or exclude our liability for:
  - 11.4.1. death or personal injury resulting from our negligence;
  - 11.4.2. fraud; and/or
  - 11.4.3. any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- 11.5. Our Platform is not intended to serve a record-keeping function and we shall not be liable for any loss of data or content.
- 11.6. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Services and our Platform. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and our Platform which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

### 12. Indemnity

You agree to indemnify and hold us, our related, and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of our Platform, Services, and/or any websites or





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software in relation thereto or otherwise, and whether in respect of your breach of these Terms or any laws or regulations or otherwise.

### 13. Privacy

13.1. For the purposes of applicable data protection legislation, DOGOUT will process any personal data you have provided to us in accordance with our Privacy Policy available on the DOGOUT website at [www.dogout.co.uk](http://www.dogout.co.uk).

13.2. You agree that, if you have provided DOGOUT with personal data relating to a third party (a) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to DOGOUT and (b) that you have brought to the attention of any such third party the Privacy Policy available on the DOGOUT's website or otherwise provided a copy of it to the third party. You agree to indemnify DOGOUT in relation to all and any liabilities, penalties, fines, awards, or costs arising from your non-compliance with these requirements.

### 14. Modifications to Terms of Service and Other Policies.

14.1. DOGOUT may modify these terms or any additional terms that apply to the Service to, for example, reflect changes to the law or changes to the Service. You should look at the terms regularly. DOGOUT will post notice of modifications to these terms, or other policies referenced in these terms at the applicable URL for such policies.

14.2. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted. If You do not agree to the modified terms for the Service, you should discontinue Your use of our Platform.

14.3. No amendment to or modification of this Agreement will be binding unless (a) in writing and signed by a duly authorised representative of DOGOUT, (b) You accept updated terms online, or (c) You continue to use the Service after DOGOUT has posted updates to the Agreement or to any policy governing the Service.

### 15. Modifications And Interruptions

15.1. We reserve the right to change, modify, or remove the contents of the Platform at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Platform. We also reserve the right to modify or discontinue all or part of the Platform without notice at any time.

15.2. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Platform.

15.3. We cannot guarantee the Platform will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Platform, resulting in interruptions, delays, or errors.

15.4. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Platform at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Platform during any downtime or discontinuance of the Platform.



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15.5. Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Platform or to supply any corrections, updates, or releases in connection therewith.

### 16. Corrections

There may be information on the Platform that contains typographical errors, inaccuracies, or omissions that may relate to the Platform, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Platform at any time, without prior notice.

### 17. Availability of the Platform

17.1. The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility, and satisfactory quality.

17.2. DOGOUT accepts no liability for any disruption or non-availability of the Platform resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

### 18. Content Standards

18.1. These content standards apply to any and all information and material which you post or upload on our Platform ("Contributions").

18.2. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contribution as well as to its whole.

18.3. Contributions must:

18.3.1. comply with applicable law, in particular, the General Data Protection Regulation and the laws of any country from which they are posted; and

18.3.2. be placed in the correct and appropriate categories.

18.3.3. You shall be responsible for ensuring all Contributions are up-to-date, authentic, truthful and accurate. You shall be responsible for the origin of the Contributions and must ensure that you either have all ownership rights to the Contributions posted or all rights and/or consents or licenses allowing you to upload and post the Contributions to and on our Platform.

18.4. Contributions must not:

18.4.1. infringe any intellectual property right of any other person;

18.4.2. be made in breach of any legal duty owed to a third party, such as a contractual duty, a duty of confidence or any duty arising under law;

18.4.3. contain any material which is defamatory of any person, obscene, offensive, or inflammatory or promotes any illegal activity, discrimination, violence, or ill-will and hostility;

18.4.4. be threatening or abusive, invade another's privacy, or cause or be likely to cause annoyance, alarm, inconvenience or needless anxiety to any other person;



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- 18.4.5. be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
  - 18.4.6. give the impression that they emanate from us, if this is not the case; or
  - 18.4.7. advocate, promote or assist any unlawful act or otherwise contain any material which is criminal in nature.
- 18.5. We reserve the right to request that you amend or delete the Contributions if it is found that any of the Contributions posted by you is in contravention of this acceptable use policy.
- 18.6. Where you choose to terminate your account with us, you may delete all previous Contributions made by you and retain a copy of the same.

### 19. Suspension and termination

- 19.1. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our Platform. When a breach of this policy has occurred, we may take such action as we deem appropriate.
- 19.2. Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our App, and may result in our taking all or any of the following actions:
- 19.2.1. immediate temporary or permanent withdrawal of your right to use our Platform;
  - 19.2.2. immediate temporary or permanent removal of any Contribution;
  - 19.2.3. issuance of a warning to you;
  - 19.2.4. legal proceedings against you for reimbursement of all costs on an indemnity basis (including but not limited to reasonable administrative and legal costs) resulting from the breach;
  - 19.2.5. further legal action against you; and/or
  - 19.2.6. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 19.3. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

### 20. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

### 21. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

### 22. Law and Jurisdiction

These terms and conditions and the relationship between you and DOGOUT shall be governed by and construed in accordance with the Law of the England and Wales and



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DOGOUT and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.