

# BARK TERMS OF SERVICE

**Effective date: July 18, 2022**

These Terms of Service (“Terms”) govern the use of all services made available by Bark Technologies, Inc. (“Bark”, “we”, “our”) including, without limitation, the Bark Monitoring Services and the Bark Management Services (each as defined herein). These Terms are organized into, and inclusive of, three sets of terms: (i) the [General Terms and Conditions](#), which are applicable to all Services made available by Bark, (ii) the [Bark Monitoring Services Terms](#), which are applicable to the Bark Monitoring Services, and (iii) the [Bark Management Services Terms](#), which are applicable to the Bark Management Services.

*To agree to these Terms, both in your personal capacity and on behalf of you User(s), click “I Agree” where indicated in the registration process for the applicable Service.*

Please note that the use of the [www.bark.us](#) website or related applications (the “Site”) indicates that you and your User(s) agree to be bound by our [Website Terms of Use](#). If you and/or your User(s) reside in a country other than the United States, the associated “State-Specific Provisions” set out in Section 13 of the [General Terms and Conditions](#) below shall apply to you and your User(s), which may amend or replace certain of the provisions contained in these Terms to the extent of any conflict or inconsistency.

## GENERAL TERMS AND CONDITIONS

The following [General Terms and Conditions](#) apply to all Services made available by Bark. Services specific Terms follow these [General Terms and Conditions](#) and apply to the specific Services referenced in the title to those Terms:

1. **Definitions.** For purposes of these Terms, the following expressions shall be defined as set forth below:
  - 1.1 “Account” or “Accounts” refers, collectively, to all of your Covered Accounts (as defined in the [Bark Monitoring Services Terms](#)) and/or Managed Accounts (as defined in the [Bark Management Services Terms](#)).
  - 1.2 “Bark Management Services” refers collectively to the Bark Jr Services and the Bark Home Services as more particularly described in the [Bark Management Services Terms](#).
  - 1.3 “Bark Monitoring Services” refers to the child email/text/online activity monitoring service as more particularly described in the [Bark Monitoring Services Terms](#).
  - 1.4 “Feedback” means feedback, comments, ideas and suggestions for improvements, enhancements and modifications to Bark’s products and services provided by you or your User(s).
  - 1.5 “Service Providers” refers collectively to Bark’s affiliates, resellers, referral partners, content providers and service providers who provide services to Bark in connection with its marketing, sale or provision of the Services, as well as any other third-party that is authorized by Bark to distribute Bark Products and/or Services on a stand-alone basis or integrated into a third-party device.
  - 1.6 “Services” refers, collectively, to the Bark Management Services, the Bark Monitoring Services and any other services made available by Bark in the future. If your subscription includes Subscription Equipment (as defined in the [Bark Management Services Terms](#) below), the term “Services”, and the associated fees, includes your use of the Subscription Equipment.
  - 1.7 “User(s)” refers, collectively, to your Dependents and Subscribers for purposes of the Bark Monitoring Services and your Dependents, Managed Users and Administrative Users for purposes of the Bark Management Services, as each of the foregoing terms are defined in the [Bark Monitoring Services Terms](#) or [Bark Management Services](#)

[Terms](#), as applicable.

- 1.8 “You”, “Your” refers to the person agreeing to these Terms as the party responsible for the Covered Account and related Dependents in connection with the Bark Monitoring Services, and the Managed Account, Dependents, Administrative Users and Managed Users in connection with the Bark Management Services. You are also referred to as “Parent” in connection with the Bark Monitoring Services and the “Manager” in connection with the Bark Management Services.

Additional terms are defined in these Terms below, including definitions contained in the [Bark Monitoring Services Terms](#) and the [Bark Management Services Terms](#).

## 2. **Account Set-Up; Subscription, Auto-Renewal, Cancellation and Refund Policy.**

- 2.1 When you create an Account, you will be asked to create a username (your e-mail account) and password, which you will be solely responsible for safeguarding. You are encouraged to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) for your Account. You are also responsible for keeping your contact information accurate and up to date. You are solely responsible for any activity or actions on or through your account, resulting from the use of your log-in credentials on your Account, whether or not you have authorized such activities or actions. You represent and warrant that the information you provide to Bark upon registration and use of your Account, and at all other times will be true, accurate, current, and complete and you agree to update such information as necessary to ensure that it remains complete, accurate and up-to-date. You agree to notify Bark immediately of any breach in secrecy of your log-in information and of any unauthorized use of your Account. If you have any reason to believe that your Account information has been compromised or that your Account has been accessed by a third party, you agree to immediately notify Bark by e-mail to [help@bark.us](mailto:help@bark.us). Bark cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements, and you will be solely responsible for the losses incurred by Bark and others due to any unauthorized use of your Account(s).
- 2.2 The Services are offered on a subscription basis only. On behalf of your User(s), you may choose a monthly subscription or a yearly subscription. Certain Services may offer only a yearly subscription. If you choose the monthly subscription, a monthly subscription fee is charged each month to the credit card, debit card, or other online payment system (your “Payment Mechanism”) registered with Bark. If you choose the yearly subscription, a yearly subscription fee is charged each year to your Payment Mechanism. For Services where multiple Users share the same Parent and/or Manager (as applicable), only one subscription fee shall be payable in respect of all such Users. The current monthly or yearly fees and more details about the Services are listed [here](#). Monthly subscriptions automatically renew at the end of each monthly term for the next succeeding monthly term. Yearly subscriptions automatically renew at the end of each yearly term for the next succeeding yearly term, unless you cancel the subscription on behalf of your User(s). Monthly and yearly terms will commence on the day you initially subscribe for Services and renew on the same day of each month or year. To cancel the subscription at any time, please navigate to the “Account” page on our Site. Upon cancellation, for any reason, the Services for all User(s) will terminate on the date Services are cancelled. The rights and obligations under these Terms which by their nature should survive termination will remain in effect after expiration or termination of your subscription, including without limitation, provisions relating to intellectual property ownership, warranty disclaimers, confidentiality, limitation of liability, indemnity and the matters in the “Miscellaneous” section of these [General Terms and Conditions](#). No refunds are provided. Some of our Services are sold by third-party resellers. If you purchase Services from one of our third-party resellers, these Terms will apply to your and your User(s)’ use of the Services, but payment terms will be governed by your agreement with the third-party reseller and the provisions regarding payment in these Terms will not apply to you.

### 3. **Privacy.**

- 3.1 In connection with your and your User(s)' use of the Services, you and your User(s) hereby consent to Bark's collection and processing of information in accordance with its [Privacy Policy](https://www.bark.us/privacy), located at: <https://www.bark.us/privacy>, or such other URL as may be provided by Bark from time to time (the "Privacy Policy").
- 3.2 **Privacy of Minors.** Questions about Bark's policies or use of information from children under the age of 13 can be directed to Bark Technologies Inc., P.O. Box 18603, Atlanta, GA 31126 or at [help@bark.us](mailto:help@bark.us). You may terminate Bark's access, monitoring, collection and/or review of any Covered Account through the Bark Monitoring Services, or the management of any Dependent as a Managed User through the Bark Management Services, by terminating the applicable User's subscription by navigating to the "Account" page on our Site. The Site and Services do not offer any in-application purchases to children under the age of 13.

### 4. **Payment; Taxes; Suspension or Termination; Third Parties.**

- 4.1 **Payment.** At the time of registration of your first Account, you authorize Bark to charge your Payment Mechanism with the amount of the applicable subscription fee your Services on a monthly basis (or annual basis, as determined by the payment plan selected) until the subscription is cancelled in respect of all Accounts and Services. All fees are listed in United States Dollars. The fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder. Bark may invoice you for Taxes it is required to withhold and you will pay that amount unless you provide Bark with a valid tax exemption certificate authorized by the appropriate taxing authority. See the [Bark Management Services Terms](#) for additional payment terms applicable to the purchased Products and/or Subscription Equipment in connection with the Bark Management Services.
- 4.2 **Suspension or Termination.** Bark may suspend or terminate your and your User(s)' access to the Services in the event of non-payment of the applicable Services fees to Bark by you or, if applicable, your third-party reseller from whom Services were purchased. Bark may, in its discretion, without liability to you or your User(s) and without limiting Bark's other remedies, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel the Services and take technical and legal steps to prevent you and/or any of your User(s) from using the Services at any time if Bark reasonably believes that you and/or any of your User(s) has breached these Terms. If Bark has suspended the Services due to your and/or your User(s)' actual or suspected breach of these Terms, such suspension will continue until the suspected breach is cured or otherwise resolved to Bark's reasonable satisfaction. If an Account is deactivated or cancelled, Bark will have the right, but not the obligation, to delete your and your User(s) information.
- 4.3 **Third Party Charges and Mobile Alerts.** You are solely responsible for any fees or charges incurred to use or access the Services through an internet access provider or other third party, including without limitation data charges incurred by you or your User(s), charges to receive SMS messages or other mobile access provided through the Services, which may be billed to you or your User(s), or deducted from you or your User(s)' prepaid balance by the relevant mobile provider. You and your Users(s) agree that Bark is not liable in any way for any third-party charges.
- 4.3.1 **US Short Code Terms of Service.**

- (a) By opting in to receive text message alerts from Bark, Bark may send you text message alerts for your account.
- (b) You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.
- (c) If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at [help@bark.us](mailto:help@bark.us).
- (d) Carriers are not liable for delayed or undelivered messages.
- (e) As always, message and data rates may apply for any messages sent to you from us and to us from you. You will receive messages when Bark needs to notify you about potential issues on your Bark account. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.
- (f) If you have any questions regarding privacy, please read our privacy policy: <https://www.bark.us/privacy>.

4.4 Links to Third Party Websites. The Services may also provide links to third-party websites, resources or services. You and your User(s) acknowledge and agree that Bark is not responsible or liable for (i) the availability, terms or practices of such websites, resources or services, or (ii) the content, products or services available on or through such websites, resources or services, including that any information provided is complete, accurate or up-to-date. Links to such websites, resources or services do not imply any endorsement by Bark of such websites, resources or services or the content, products or services available on or through such websites, resources or services. You and your User(s) acknowledge sole responsibility for and assume all risk arising from your and your User(s)' use of any such websites, resources or services or the content, products or services available on or through such websites or services. Bark will not be responsible or liable for any damage or harm resulting from your or your User(s)' interactions with such websites or services, or the content, products or services available on or through such websites or services.

5. **Changes to these Terms.** Bark may modify these Terms from time to time. You should check these Terms periodically for modifications. The provisions contained herein supersede all previous notices or statements regarding our Terms with respect to use of the Services. We include the effective date of our Terms at the top of the statement. We encourage you to check our Site frequently to see the current Terms in effect and any changes that may have been made to them. If we make material changes to the Terms, we will post the revised Terms and the revised effective date on this Site, and may notify you of such changes by displaying a notice (or link thereto) on the Site or otherwise. By using the Services following any modifications to these Terms, you and your User(s) agree to be bound by such modifications.

6. **Proprietary Rights; Feedback.**

6.1 Bark (or our licensor) is the owner and/or authorized user of any trademark, registered trademark and/or service mark appearing in connection with the Services, and is the copyright owner or licensee of all content and/or information provided to you through the Services, unless otherwise indicated. Except as otherwise provided herein, use of the Services does not grant you a license to any content, features or materials you

may access through the Services and you may not modify, rent, lease, loan, sell, distribute or create derivative works of such content, features or materials, in whole or in part. Any commercial use of the Services is strictly prohibited, except as allowed herein or otherwise approved by us.

- 6.2 If you and/or your User(s) make use of the Services other than as provided herein, in doing so you and/or your User(s) may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. We do not grant any license or other authorization to any user of our trademarks, registered trademarks, service marks, other copyrightable material or any other intellectual property by including them on the Services.
- 6.3 The information on the Services, including, without limitation, all text, graphics, interfaces, and the selection and arrangements is protected by law including copyright law.
- 6.4 Product names, logos, designs, titles, words or phrases may be protected under law as the trademarks, service mark or trade names of Bark or other entities. Such trademarks, service marks and trade names may be registered in the United States and internationally.
- 6.5 The Bark logos and service names are trademarks of Bark (the "Bark Marks"). Without our prior permission, you and your User(s) agree not to display or use Bark Marks in any manner. Nothing on the Site should be construed to grant any license or right to use any Bark Mark without our prior written consent.
- 6.6 You and your User(s), acknowledge and agree that all Feedback will be the sole and exclusive property of Bark. Without limiting the foregoing, you and your User(s) acknowledge that Feedback may be disseminated or used by Bark or its affiliates for any purpose whatsoever, including developing, improving and marketing Bark's products and services. You and your User(s), hereby irrevocably transfer and assign to Bark all of their respective rights, title, and interest in and to all Feedback, including all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waives any moral rights you or your User(s) may have in such Feedback
7. **Indemnity.** You and your Users agree to defend, indemnify and hold Bark, its directors, officers, employees, agents, affiliates and Service Providers (as defined below) harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with:
  - 7.1 your and your User(s)' use of the Products or Services,
  - 7.2 your and/or your User(s)' violation or breach of these Terms or applicable law,
  - 7.3 the unauthorized use or distribution of the Products or Services by you or your User(s),
  - 7.4 your or your User(s)' gross negligence or willful misconduct, and/or
  - 7.5 the posting or transmission of any materials on or through the Services by you and/or your User(s), including, but not limited to:
    - 7.5.1 any third-party claim that any information or materials you or your User(s) provide infringes any third-party proprietary right, or
    - 7.5.2 the unlawful use or disclosure by you and/or your User(s) of any third-party personal information obtained via any alert received from Bark.
8. **Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BARK, ITS SERVICE PROVIDERS OR ANY OF THEIR RESPECTIVE

DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR (a) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE PRODUCTS OR SERVICES, OR ANY OF THE CONTENT, MATERIALS OR FUNCTIONS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES, OR COST OF SUBSTITUTE SERVICES, EVEN IF BARK OR ITS REPRESENTATIVE OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (b) AGGREGATE DAMAGES, LOSSES, CLAIMS AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM YOUR AND/OR YOUR USER(S)' USE OF THE PRODUCTS OR SERVICES EXCEED THE AMOUNT OF THE SUBSCRIPTION FEES PAID BY YOU TO BARK. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THESE OBLIGATIONS SURVIVE TERMINATION OF THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU AND/OR YOUR USER(S).

9. **Compliance with Law.** You and your User(s) agree to comply with all applicable laws, rules and regulations in connection with your and your User(s)' use of the Service. Without limiting the generality of the foregoing, you and your User(s) agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you and your User(s) reside.
10. **Applicable Law/Jurisdiction.** You and your User(s) agree that the laws of the State of Georgia, in the United States, excluding its conflicts-of-law rules, shall govern these Terms, except as otherwise set forth in Section 13 of these [General Terms and Conditions](#) (to the extent applicable to you or your User(s)). Please note that your and your User(s)' use of the Services or the Site may be subject to other local, state, national, and international laws. You and your User(s) expressly agree that exclusive jurisdiction for resolving any claim or dispute with Bark or relating in any way to your and/or your User(s)' use of the Services resides in the state and federal courts of Fulton County, Georgia, and you and your User(s) further agree and expressly consent to the exercise of personal jurisdiction in the state and federal courts of Fulton County, Georgia.
11. **Class Arbitration; Prohibition of Class and Representative Actions and Non-Individualized Relief.**
  - 11.1 Any dispute, controversy or claim arising out of, relating to or in connection with these Terms, including the breach, termination or validity thereof, shall be finally resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the Terms to arbitrate. The parties agree to arbitrate solely on an individual basis, and that these Terms do not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
  - 11.2 IF AND TO THE EXTENT THE PROVISIONS OF SECTION 11.1 ABOVE ARE NOT ENFORCEABLE, YOU AND YOUR USER(S) AGREE THAT YOU AND YOUR USER(S) MAY BRING CLAIMS AGAINST BARK ONLY ON AN INDIVIDUAL BASIS AND HEREBY WAIVES THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING, TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW. FURTHER, UNLESS EACH OF YOU, YOUR USER(S) AND BARK OTHERWISE AGREE IN WRITING, THE COURT MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF

CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING.

12. **Miscellaneous.**

- 12.1 These Terms, including the [Bark Monitoring Services Terms](#) and the [Bark Management Services Terms](#) (as applicable), and the [Privacy Policy](#), constitute the entire agreement between you, your User(s) and Bark and govern your and each respective User's use of the Services (as the case may be), superseding any prior agreements between you, your User(s) and Bark. You and your User(s) also may be subject to additional terms and conditions that are applicable to certain parts of the Services.
- 12.2 You and your User(s) agree that no joint venture, partnership, employment, or agency relationship exists between Bark, you and your User(s) as a result of these Terms or your and your User(s)' use of the Services.
- 12.3 Any claim or cause of action you or your User(s) may have with respect to Bark must be commenced within one (1) year after the claim or cause of action arose.
- 12.4 The failure of Bark to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.
- 12.5 Neither you nor your User(s) may assign the Terms or any of your respective rights or obligations under the Terms without Bark's express written consent.
- 12.6 The Terms inure to the benefit of Bark's successors, assigns and licensees. The section titles in the Terms are for convenience only and have no legal or contractual effect.
- 12.7 Except for the provisions benefiting Bark's Service Providers herein, which provisions shall be directly enforceable by Bark Service Providers, or as otherwise specifically set forth herein, the provisions of these Terms do not confer any rights or remedies upon any person or entity other than you, your User(s) and Bark and our respective successors and permitted assigns.
- 12.8 **Equitable Relief.** You and your User(s) hereby acknowledge that any breach of these Terms by either of them would cause irreparable harm and significant injury to Bark that may be difficult to ascertain and that a remedy at law would be inadequate. Accordingly, you and your User(s) agree that Bark shall have the right to seek and obtain immediate injunctive relief to enforce obligations under these Terms in addition to any other rights and remedies it may have, without the obligation to post a bond even if ordinarily required.
- 12.9 **Severability.** All terms and provisions of these Terms shall, if possible, be construed in a manner which makes them valid, but in the event any term or provision of these Terms is found by a court of competent jurisdiction to be illegal or unenforceable, the validity or enforceability of the remainder of these Terms shall not be affected if the illegal or unenforceable provision does not materially affect the intent of these Terms, and in such circumstances, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the unenforceable term or provision, and the other provisions of the Terms remain in full force and effect. If the illegal or unenforceable provision materially affects the intent of the parties to these Terms, these Terms shall become terminated.
- 12.10 **California Residents.** If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

13. **State-Specific Provisions.**

**13.1 South African Terms.** If you and/or any of your User(s) reside in the Republic of South Africa, the additional terms set out in this Section 13.1 (the “SA Terms”) shall apply to you and your User(s), as applicable, which may amend or replace certain of the provisions contained in these Terms to the extent of any conflict or inconsistency, and shall be deemed to form part of these Terms.

**13.1.1 Definitions.** Unless the context clearly indicates otherwise, in these SA Terms the following expressions shall have the meanings given to them hereunder and similar or equivalent expressions shall have corresponding meanings:

- (a) “Personal Information” means, in relation to POPIA, information relating to a living natural person, or juristic person and includes, but is not limited to:
  - (i) contact details such as email addresses, telephone numbers and business or residential addresses;
  - (ii) demographic information such as age, sex, marital status, race, birth date and ethnicity;
  - (iii) historical information such as employment, financial, educational, and criminal;
  - (iv) private correspondence; and
  - (v) private activities such as data transmissions (including the originating and destination numbers and IP addresses, date, time and duration of voice or data transmissions and other data necessary for the establishment, billing or maintenance of the transmission);
- (b) “POPIA” means the Protection of Personal Information Act 4 of 2013, as amended from time to time;
- (c) “Process” or “Processing” means the handling of Personal Information (as contemplated in POPIA) which includes the collection, use, storage, dissemination, modification or destruction thereof regardless of whether such Processing is automated or not; and
- (d) “RICA” means the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002.

**13.1.2 Collection, Processing and Storage of Personal Information**

- (a) In terms of POPIA, Bark has a legal duty to Process your and your User(s) Personal Information in a lawful, legitimate and responsible manner. To do so, Bark requires the express and informed permission of you and your User(s) to Process his/her respective Personal Information.
- (b) The reason for Bark requiring access to your and your User(s) Personal Information is to enable it and its Service Providers to:
  - (i) verify the identity of you and your User(s);
  - (ii) conclude a tripartite contract with you and your User(s), fulfill its obligations and exercise its rights in terms thereof, including but limited to, the functions of:
    - (A) with respect to the Monitoring Services, monitoring a Subscriber’s emails, texts and online activity for the purpose of compiling and providing you with push, email, and/or text alerts when potential online dangers (such as cyberbullying) or potential signs of trouble (such as depression) are identified in email or text messages and/or interactions with designated social media sites or websites involving the Subscriber; and



- (B) administering and billing required in terms of the SA Terms;
  - (iii) comply with the applicable legislation in the Republic of South Africa; and
  - (iv) keep records and to report to regulatory authorities in accordance with applicable laws in the Republic of South Africa.
- (c) All Personal Information which you and your Users provide to Bark will be held and/ or stored in a secure manner for the purpose of enabling Bark to deliver the Services to you and your User(s) in accordance with these Terms.
  - (d) Your and your User(s)' Personal Information will be stored electronically in a database. To improve the overall quality of the Services and support thereof, the aforementioned database will be accessible to Bark's appointed Service Providers.
  - (e) Where appropriate or required by law, certain Personal Information may be retained in hard copy. Storage will be secured and audited regularly to ensure the safety and the security of the information stored therein.
  - (f) Once your and your User(s)' Personal Information is no longer required, it will be safely and securely archived for the minimum period permissible by law. Thereafter, all such Personal Information will be permanently deleted or destroyed.
  - (g) In terms of section 11(3) of POPIA, you and your User(s) have the right to object, within the prescribed manner, to the Processing of his/her Personal Information by Bark. Section 11(1)(d) to (f) provides for reasonable grounds upon which such an objection may be raised, unless South African legislation otherwise provides for such Processing. Upon receipt of an objection, Bark shall be prevented from Processing such Personal Information until such time as the objection raised has been resolved and/or withdrawn by you or the applicable User, as the case may be.
  - (h) The provisions of POPIA require that the Personal Information and related details supplied by you and your User(s) to Bark must be complete, accurate and up to date. It is the responsibility of you and your User(s) to advise Bark of any changes to their Personal Information, as and when such change arises.
  - (i) Subject to a request complying with the procedural requirements stipulated in section 51 Promotion of Access to Information Act 2 of 2000, you and your User(s) have the right to request Bark to provide it with the following information:
    - (i) the details of any Personal Information held by Bark your or your User(s)' behalf; and
    - (ii) the details of how Bark has Processed your and your User(s) Personal Information.

### 13.1.3 Parent And User(s) Declaration

- (a) You (on your own behalf and on behalf of each of your User(s)) declare that:
  - (i) all Personal Information supplied to Bark, for the purposes of enabling it to provide the Services to you and your User(s), and related legal and operational reasons is accurate, up-to-date, and comprehensive;

- (ii) he/she shall immediately advise Bark of any changes to his/her Personal Information as and when this occurs;
- (iii) he/she has the right to object to the Processing of his/her Personal Information as detailed in Section 13.1.2(g);
- (iv) he/she has a right to access his/her Personal Information by giving notice to Bark, as detailed in Section 13.1.2(i) and to have any errors in such Personal Information rectified;
- (v) he/she understands that he/she may, subject to Section 13.1.3(a)(vii), withdraw the consent given in Section 13.1.4, by giving written notice to this effect to Bark;
- (vi) he/she understands that the withdrawal of consent contemplated in Section 13.1.4 will not affect the lawfulness of the Processing of Personal Information that occurred before such withdrawal. In addition the following categories of Processing will not be affected:
  - (A) Processing necessary to carry out actions for the conclusion or performance of the Services incorporating these SA Terms;
  - (B) Processing that complies with an obligation imposed upon Bark by South African law;
  - (C) Processing that protects a legitimate interest of you and/or your User(s), as relevant;
  - (D) Processing that is necessary for the proper performance of a public duty by a public body; or
  - (E) Processing that is necessary for pursuing the legitimate interest of Bark or that of a third party to whom the information is supplied to; and
- (vii) while Bark has developed and implemented internal policies and procedures, designed to protect the confidentiality of your and your User(s)' Personal Information, you and your User(s) acknowledge that:
  - (A) Bark cannot be held responsible for the privacy policies and practices in use by any web or internet sites that may be accessed by you or your User(s) through use of the Service; and
  - (B) Internet communications are inherently vulnerable unless they have been appropriately encrypted. Accordingly, Bark accepts no responsibility or liability of any nature, whatsoever, should you or your User(s)' Personal Information be intercepted or lost by causes beyond Bark's reasonable control.

#### 13.1.4 Informed Consent Given By You and Your User(s)

- (a) You (acting on your on behalf and on behalf of each your User(s)) freely and voluntarily provide Bark and its Service Providers with permission to Process his/her Personal Information, in accordance with the provisions of these SA Terms and of POPIA. You and your User(s) each acknowledge that he/she understands the purposes for which such Personal Information is required and the manner in which it will be Processed, and consents to the Processing thereof.

13.1.5 Applicable Law. You and your User(s) agree that the laws of the Republic of South Africa, excluding its conflicts-of-law rules, shall govern these Terms to the extent you and/or any of your User(s) reside in the Republic of South Africa.

13.2 **Australian Terms.** If you and/or any of your User(s) reside in Australia, the additional terms set out in this Section 13.2 (the “Aus Terms”) shall apply to you and such User(s), as applicable, which may amend or replace certain provisions contained in these Terms to the extent of any conflict or inconsistency, and shall be deemed to form part of these Terms.

13.2.1 Information and consent:

- (a) References to personal information or personal data include Personal Information as that term is defined in the Privacy Act 1988 (Cth) (“Australian Privacy Act”).
- (b) You and each of your User(s) acknowledge and agree that the information collected, monitored and reviewed by Bark, and the Account Data as described in the [Bark Management Services Terms](#), may include ‘sensitive information’ (as that term is defined in the Australian Privacy Act). Accordingly, you and your User(s) consent to the collection and use of such information as a sub-category of the information which will be collected, monitored and reviewed by Bark in the provision of the Services as contemplated by the applicable Terms;
- (c) You acknowledge that;
  - (i) you must provide all consents and authorizations (including for the applicable consents on behalf of your Dependent(s) when registering them as User(s)); and
  - (ii) If the Dependent is 15 or older and is capable of providing informed consent, you must have consulted with him/her and obtained his/her prior consent before registering that Dependent as a User.

13.2.2 Disclaimers. Nothing in these Terms limits or excludes any rights you have under the Competition and Consumer Act 2010 (Cth) (“Australian Consumer Law”). If Australian Consumer Law or any other legislation states that there is a guarantee in relation to any good or service supplied by Bark in connection with this agreement, and Bark’s liability for failing to comply with that guarantee cannot be excluded but may be limited, any contrary provisions in these Terms do not apply to that liability and instead Bark’s liability for such failure is limited to (at its election), in the case of a supply of goods, Bark replacing the goods or supplying equivalent goods or repairing the goods, or in the case of a supply of services, Bark supplying the services again or paying the cost of having the services supplied again. Further information about your rights under Australian Consumer Law can be found [here](#).

13.2.3 Warranty on Bark Devices provided under Bark Management Services.

Notwithstanding any provision of these Terms to the contrary, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

13.2.4 Changes to these Terms. If Bark modifies these Terms in any material respect, and you do not agree with such modification, you may terminate all your subscriptions by giving Bark notice within thirty (30) days of the Terms being varied. If you terminate your subscriptions in accordance with this section, you are entitled to a pro-rata refund of any amounts you have already paid in respect of the period after the date of termination.

13.2.5 Indemnity. You and your Users agree to defend, indemnify and hold Bark, its directors, officers, employees, agents, affiliates and Service Providers harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys’ fees, in any way arising from, a third party claim related to or in connection with your and/or your User(s)’:

- (a) violation of the Terms, including use of the Products or Services in breach of the Terms or any representation or warranty being or becoming untrue; or
  - (b) posting or transmission of any materials on or through the Services by you and/or your User(s), including, but not limited to, any third party claim:
  - (c) that any information or materials you and/or any of your User(s) provide infringes any third-party proprietary right including intellectual property right or right in confidential information;
  - (d) alleging unlawful or unauthorized use or disclosure by you and/or any of your User(s) of any third-party personal information obtained via any alert received from Bark.
14. **Notices / Contacting Us.** Bark may notify you via either email or regular mail. Any inquiries you may have concerning these Terms, or to provide any notice to Bark hereunder, should be directed to: Bark Technologies Inc., P.O. Box 18603, Atlanta, GA 31126, with a copy to [help@bark.us](mailto:help@bark.us).

## **BARK MONITORING SERVICES TERMS**

1. **Introduction.** The Bark Monitoring Services are a tool operated by Bark which provides you, as the Subscriber's parent or legal guardian ("Parent", "you", "your") with email and/or text alerts when potential online dangers (such as cyberbullying) or potential signs of trouble (such as depression) are identified in email or text messages and/or interactions with designated social media sites or websites involving the Subscriber. For this purpose, each Subscriber is allocated an account (a "Covered Account"). The Bark Monitoring Services include automated review by our proprietary technologies of communications involving the Covered Account. This review may include the use of listening devices, such as in relation to audio files. The Bark Monitoring Services currently support English, Spanish and Afrikaans language interactions only; additional language interactions may become available in the future.

15. **Acknowledgements.** You acknowledge, understand and agree that:

- 15.1 If you are subscribing to the Bark Monitoring Services, you are giving the undertakings and consents contained in these [Bark Monitoring Services Terms](#), the [General Terms and Conditions](#) and the [Privacy Policy on behalf of your own child\(ren\) or legal dependent\(s\)](#), being minor children or disabled adult(s) placed under your protection, as legal guardian, by a court or appropriate government authority (your "Dependent(s)"), whose activity will be monitored by the Bark Monitoring Services, as a subscriber thereof (each, a "Subscriber");
- 15.2 You shall, in your personal capacity, be bound by the provisions of the [General Terms and Conditions](#), these [Bark Monitoring Services Terms](#) and the [Privacy Policy](#) in so far as they expressly relate to you; and
- 15.3 In respect of each Dependent who subscribes for the Bark Monitoring Services, and on behalf of whom a Covered Account is created in accordance with these [Bark Monitoring Services Terms](#), an independent and separate contract consisting of the [General Terms and Conditions](#), these [Bark Monitoring Services Terms](#) and the [Privacy Policy](#) will arise between such Subscriber, you and Bark.

16. **Registration.**

- 16.1 **General.** In order to subscribe to the Bark Monitoring Services a Subscriber must be represented by his/her parent or legal guardian who must be 18 years or older, and who will subscribe for the Bark Monitoring Services on the Subscriber's behalf.
- 16.2 **Parent or Legal Guardian.** You may register only your own child or children and/or legal Dependent(s) to be monitored under such Dependent's subscription to the Bark

Monitoring Services. You hereby represent and warrant that you are the parent or legal guardian of the Subscriber specified for any Covered Account to be monitored by the Bark Monitoring Services. If your child is 18 or older and you are **not** the child's legal guardian by reason of disability, you may be permitted to subscribe for the Bark Monitoring Services on behalf of your Subscriber to be monitored under the subscription to the Bark Monitoring Services provided: (i) you have obtained his/her prior, written consent to do so, (ii) you notify Bark of such request in accordance with the notice provision herein, and (iii) you obtain Bark's prior written approval for the continuation of such subscription, signed by a duly authorized officer of Bark. You acknowledge and agree that your indemnity obligations under Section 7 of the [General Terms and Conditions](#) hereof will apply to your and each Subscriber's use of the Bark Monitoring Services in violation of this Section 3.2.

- 16.3 **Covered Accounts.** Upon registration, you must (1) identify each Subscriber to be monitored by the Bark Monitoring Services and (2) provide some location information. You must also provide the name of the third-party service (such as Gmail, Facebook or Twitter) and the user name and password of the Subscriber for each Covered Account to be connected to the Bark Monitoring Services. Such user name must not be the Subscriber's actual name or any nickname by which his/her identity could be determined by any third party. The log-in information of the Subscriber's Covered Account is used to establish our access to the online interactions in the Covered Account. *In respect of his/her Covered Account, the Subscriber expressly authorizes Bark and its Service Providers without further notice to the Subscriber or any party to the communication, to (i) access, monitor, review, and store all online interactions and other communications to and from the Covered Account and (ii) compile and transmit alerts to the Parent as contemplated in Sections 4, 5 and 6 of these [Bark Monitoring Services Terms](#).* Use of the Bark Monitoring Services is limited to the United States and those other countries and/or territories identified in Section 13 of the [General Terms and Conditions](#). Any use of the Bark Monitoring Services outside of such countries and/or territories is strictly prohibited.
- 16.4 **Minimum Age Requirements of Third-Party Platforms.** You and the Subscriber expressly acknowledge that most third-party platforms are restricted to individuals who are 13 or older, and that, as between the you and the Subscriber on one hand, and Bark on the other, compliance with any such age requirement is your and the Subscriber's sole responsibility.
17. **Collection of Subscriber's Information.**
- 17.1 **Information.** During registration for the Bark Monitoring Services, Bark will collect the name and date of birth of the Subscriber associated with a Covered Account. In connection with providing the Bark Monitoring Services thereafter, Bark will access and monitor communications to and from such Covered Account, which you and the Subscriber understand and agree may include communications by or from other minor children. Bark also collects certain location information regarding the Subscriber associated with each Covered Account (including general location).
- 17.2 **Consent.** You and the Subscriber expressly consent to Bark's collection, monitoring and review of any information obtained in connection with a Covered Account, including all communications to and from such Covered Account.
18. **Health, Welfare, and Safety Reporting.** We provide alerts to you regarding the Subscriber's online activities. If you suspect or determine a threat to the health, welfare, or safety of any individual or entity, you should contact local law enforcement or other governmental agencies to make a report. If we identify information that in our sole discretion indicates health, welfare, or safety concerns for an individual or entity, we have the right, but not the obligation, to make reports to law enforcement or other appropriate governmental agencies and you and the Subscriber consent to our authority to do so. The foregoing consent is a condition for the use of the Bark Monitoring Services. Please note that the Bark Monitoring Services do not search for, monitor, or

report online activity concerning reproductive health.

19. **Alerts.** Bark will endeavor to send alerts by push notification to your mobile device(s) (if properly configured), by email to your designated email address(es) (if requested), or by SMS text to your designated phone number(s) (if requested). You are required to maintain updated email or text contact information and bear all risks associated with providing Bark with inoperable or incorrect contact information.
20. **Third Party Information.** You undertake to permanently and irretrievably request that Bark delete any alert containing personal information about any third party, immediately (or as soon as reasonably possible, time being of the essence) upon receipt thereof. You furthermore undertake not to (i) use such personal information for any unlawful purpose whatsoever or (ii) contact or otherwise communicate or attempt to communicate with any third party, including the third party to whom such personal information relates, regarding the content of such alert.
21. Disclaimers. YOU AND THE SUBSCRIBER EXPRESSLY ACKNOWLEDGE AND AGREE THAT:
  - 21.1 THE BARK MONITORING SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, OR UNINTERRUPTED ACCESS, (ii) ANY WARRANTY CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION, AND (iii) ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;
  - 21.2 BARK DOES NOT WARRANT THAT THE BARK MONITORING SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED;
  - 21.3 BARK MAKES NO WARRANTY THAT THE BARK MONITORING SERVICES WILL MEET ANY OF YOUR EXPECTATIONS OR REQUIREMENTS; OR THAT USE OF THE BARK MONITORING SERVICES WILL PROTECT ANY SUBSCRIBER OR THIRD PARTY FROM HARM;
  - 21.4 ANY INFORMATION OBTAINED THROUGH USE OF THE BARK MONITORING SERVICES IS DELIVERED TO YOU FOR YOUR USE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM BARK'S PROVISION OF OR FAILURE TO PROVIDE ANY SUCH INFORMATION;
  - 21.5 NO ADVICE, RESULTS OR INFORMATION OR MATERIALS, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE BARK MONITORING SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN;
  - 21.6 BARK DOES NOT PROVIDE LEGAL OR MEDICAL ADVICE AS PART OF THE BARK MONITORING SERVICES; AND
  - 21.7 IF YOU AND/OR THE SUBSCRIBER ARE DISSATISFIED WITH THE BARK MONITORING SERVICES, THE SOLE REMEDY IS TO DISCONTINUE USING SUCH SERVICES.

## **BARK MANAGEMENT SERVICES TERMS**

1. **Introduction.** Your and the Managed User's rights to use the Bark Management Services, the Bark Management Software, the Bark Content, the API, the Bark Apps and the Bark Devices (collectively, the "Products") and Support Services are governed by these [Bark Management Services Terms](#), the [General Terms and Conditions](#) and the [Privacy Policy](#). Should the Manager and/or the Managed User reside in a

country other than the United States, the associated “State-Specific Provisions” set out in Section 13 of the [General Terms and Conditions](#) shall apply to you and the Managed User, which may amend or replace certain of the provisions contained in these [Bark Management Services Terms](#), and shall be deemed to form part of these [Bark Management Services Terms](#). ANY USE, INSTALLATION, DOWNLOAD, OR INTEGRATION OF THE PRODUCTS CONSTITUTES YOUR AND THE MANAGED USER’S ACCEPTANCE OF THESE [BARK MANAGEMENT SERVICES TERMS](#).

2. **Acknowledgments.** You (“*Manager*”, “*you*”, “*your*”) acknowledge, understand and agree that:

2.1 You are subscribing to the Bark Management Services, agreeing to these [Bark Management Services Terms](#) and giving the undertakings and consents contained herein on behalf of the Managed User, as subscriber, whose User Device(s) will be monitored and managed so as to control the internet activity of such Managed User and/or the downloading of content to Managed User’s User Device(s);

2.2 You shall, in your personal capacity, be bound by all of the provisions contained in the [General Terms and Conditions](#), these [Bark Management Services Terms](#) and the [Privacy Policy](#); and

2.3 In respect of each Managed User who subscribes for the Bark Management Services, an independent and separate contract consisting of the [General Terms and Conditions](#), these [Bark Management Services Terms](#) and the [Privacy Policy](#) will arise between such Managed User, you and Bark.

3. **Definitions.** For purposes of these [Bark Management Services Terms](#), the following expressions shall be defined as set forth below:

3.1 “Account Data” means electronic data and information submitted by or for Manager and/or Managed User to the Bark Management Services or collected and processed by Bark for Manager and Managed User(s) as a result of Manager’s and Managed User(s)’ use of the Bark Management Services, excluding Usage Data. Account Data may include Personal Data.

3.2 “Administrative User” means a Managed User or other third party who has been given permission by the Manager to access and administer the Managed Account(s).

3.3 “API” or “APIs” mean the Application Protocol Interface(s) installed on any Bark Devices, User Device, or within any form of the Bark Management Software, in its current or in its future form, that allows the Bark Devices, User device(s), or Bark servers to communicate with, post information to, and display information from one another.

3.4 “Bark Apps” means the application(s) that allow you to configure your Bark Devices, create user profiles, monitor network activity, interact with Bark Devices and User Devices, enable the functionality of the Bark Jr Services on a User Device without connecting to a Bark Device, and otherwise utilize the Bark Jr Services, and includes, without limitation, all future applications and future forms of the current application(s) created by Bark for any of the foregoing purposes.

3.5 “Bark Content” means the content of the Bark Management Services, including, without limitation, designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, Usage Data (as defined below) and any other Bark content.

3.6 “Bark Devices” means the internet gateway product(s) sold by Bark, its affiliates or business partners for or on behalf of Bark, or their successors, with which the Bark Management Software was designed to be used or which integrates the Bark Management Software (including without limitation Bark firmware and/or embedded software agents), including the Bark Home and any similar products developed in the future, and products developed by third-party manufacturers for or on behalf of Bark that incorporate Bark’s technology and Bark Management Software. For purposes of these [Bark Management Services Terms](#), “Bark Devices” shall have the same meaning in singular as in plural.

3.7 “Bark Home” means the proprietary hardware device developed by Bark designed to integrate with a Manager’s Third-Party Hardware for purposes of integrating the Bark Management Software into such Third-Party Hardware for purposes of providing the Bark Management Services to such Manager and his/her Managed User(s).

3.8 “Bark Home Services” means the features and functionality provided by Bark accessible by Managers through a browser interface, via a downloadable application (including a Bark App), via a Bark Device or User Device, or through an API that provides Managers with a means of monitoring and controlling the internet activity of Managed Users and/or downloading content to Managed Users’ devices or computers through use of a Bark Device, including the Bark Home.

3.9 “Bark Jr Services” means the features and functionality provided by Bark accessible by Managers through a browser interface, via a downloadable application (including a Bark App), that provides Managers with a means of monitoring and controlling the internet activity of Managed Users and/or downloading content to Managed Users’ devices through the use of a Bark App. The Bark Jr Services also include location sharing features as detailed at <https://www.bark.us/location-sharing>.

3.10 “Bark Management Services” refers collectively and individually to the Bark Home Services and the Bark Jr Services.

3.11 “Bark Management Software” means the software through which the Bark Management Services are delivered including, without limitation, the software installed on a Bark Device or User Device, any services or administration interface, any application, firmware, or binary code, in each case in its current or in its future form (including without limitation a Bark App), which enable Manager to interact with the API from an application dashboard, whether web-based or reduced to an application on a mobile device, or allow Bark to collect and/or analyze Account Data, in each case in connection with Manager’s and each Managed User’s use of the Products.

3.12 “Dependent” for purposes of these [Bark Management Services Terms](#), means the Manager’s minor child or legal dependent, being a minor child or disabled adult placed under the Manager’s protection, as legal guardian, by a court or appropriate government authority.

3.13 “Managed Account” shall mean a unique collection of data containing the details of the account—such as Manager’s name, email, phone number, passwords, configurations, histories, and other unique data utilized by any instance of the Bark Management Software, including, without limitation to access and use the Products.

3.14 “Manager” means you, the individual accepting these [Bark Management Services Terms](#) in your personal capacity as well as on behalf of each Managed User, who authorizes you to manage and control the Managed Account(s).

3.15 “Managed User” means a Dependent, family member or other person whose User Device(s) are monitored and/or managed through Manager’s and/or another Managed User’s use of the Products. References to “Managed User” shall be interpreted as singular and/or plural as the context requires.

3.16 “Personal Data” means any information that can be used to identify Manager, Managed User or another individual and may include name, address, email address, phone number, login information (account number and password), or payment card number.

3.17 “Products” as defined in Section 1 of these [Bark Management Services Terms](#).

3.18 “Submissions” means user behavior data, which may include, but is not limited to: Manager and/or Managed User profile information; search strings and other content created and accessed using the Bark Management Services; information about the type of device accessing the Bark Management Services; Feedback, recommendations, feature requests, bug reports, and other communications.

3.19 “Subscription Equipment” means one or more Bark Devices provided by Bark to the Manager on a subscription or rental basis for your use of the Bark Home Services under these Terms. The term “Subscription Equipment” does not include (a) any Bark Device(s) purchased directly from Bark for a one-time purchase price, or (ii) any Third-Party Hardware, whether purchased or provided on a Subscription or rental basis.

3.20 “Support Services” means services provided by Bark to support Manager’s and Managed



User's use of the Bark Management Services, the Bark Management Software, Bark Content, the API, the Bark Apps, and/or the Bark Devices.

3.21 "Third Party Hardware" means all routers, devices and other hardware products manufactured and sold by a party other than Bark, which may or may not incorporate Bark technology or Bark Management Software.

3.22 "Unreturned Subscription Equipment" as defined in Section 4.5.3 of these [Bark Monitoring Services Terms](#).

3.23 "Unreturned Subscription Equipment Charge" as defined in Section 4.5.3 of these [Bark Monitoring Services Terms](#).

3.24 "Updates" means updates, upgrades, bug fixes, patches and other error corrections, modifications, deletions, and/or new features, functionality, tools or content.

3.25 "Usage Data" means all information and data that the Bark Management Services generates in connection with Manager's and any Managed User's use thereof, including but not limited to, network policy, log and configuration information; threat intelligence data, URLs, metadata or net flow data; use statistics and information gathered via platform interfaces such as any Bark App, API calls and processes and Submissions.

3.26 "User Device" means internet-enabled devices that are not provided by Bark or its affiliates or business partners, such as mobile phones, tablets, computers, routers, firewalls and other products and associated software with which the Products were designed to be used, including any such Product developed in the future.

Other capitalized but undefined terms used in these [Bark Management Services Terms](#) shall have the meanings assigned to them in the [General Terms and Conditions](#) or the [Bark Monitoring Services Terms](#).

#### **4. Eligibility; Managed Users; User Conduct; Suspension; Subscription Equipment.**

4.1 Eligibility to Use Bark Jr Services. The Bark Jr Services are designed to be administered by adults on behalf of their Dependents and other members of their family or community. To the extent that the Manager is a parent in a household having two parents, both parents must share credentials to allow both parents to act as administrators for their household. Parents and legal guardians of Dependents, please be advised that we do not recommend that children under the age of 18 be given administrative access to the Bark Jr Services, with or without supervision. Managed Users are not given administrative access unless the Manager specifically grants such permissions to a specific Administrative User account. Each Manager and/or Administrative User who signs on as an administrator, represents and affirms that such Manager and/or Administrative User is the age of 18 or older, or that the Manager has given them permission, in writing, that they can act as an administrator. The Manager whose Dependent is acting as an administrator, represents and affirms that such Manager duly appointed such Dependent as an administrator and agreed in writing that such Dependent could act as an administrator for such Manager on behalf of the Managed Account(s).

4.2 Managed Users. The Manager, hereby represents that:

4.2.1 where the Managed User is a Dependent, whether using Bark Jr Services or Bark Home Services, Manager acts for and on behalf of such Managed User in consenting to and granting the right for Bark to access, use and disclose such Managed User's Personal Data as necessary for Bark to provide the Bark Management Services; and

4.2.2 where the Managed User is an adult, Manager has all necessary authority and/or has obtained all necessary consents from such Managed User to enable Bark to access, use and disclose each such Managed User's Personal Data as necessary for Bark to provide the Bark Management Services. Bark retains the right, but not the obligation, to confirm the consent of any such Managed User. In the event such a Managed User does not confirm his/her consent, Bark may remove the Managed User from the Manager's Managed Accounts.

4.3 User Conduct Guidelines. Any time Manager or any Administrative User accesses or uses the Products, Manager and Administrative Users are required to comply with Bark's user conduct guidelines, as follows:

4.3.1 Manager agrees that Manager and Administrative Users will access and use the Products for Manager's personal, family, community, or internal business use only, and not on behalf of any third party.

4.3.2 Manager and Administrative Users are not authorized to access or use the Products:

- (a) to impersonate any person or entity, or falsify or otherwise misrepresent Manager's or Administrative User's identity, credentials, affiliations or intentions;
- (b) to collect, store, or use any information from or about a Managed User without such Managed User's authorization and consent;
- (c) to "stalk" or harass a Managed User;
- (d) if Manager or Administrative User is not able to form legally binding contracts (for example, if Manager or Administrative User is under 18, and does not have the consent of his/her parent or legal guardian);
- (e) if Manager or Administrative User is a person barred from receiving services under the laws of the United States or other applicable jurisdiction; or
- (f) for any other purposes that are not expressly permitted by these Terms.

## 21.8 Misconduct; Investigations.

4.3.3 Right to Monitor Access. You and Managed User, acknowledge that Bark has the right, but not the obligation, at any time and without prior notice, to monitor access to or use of the Bark Management Services by any user if Bark believes in good faith that it is reasonably necessary (i) to comply with any law or regulation or satisfy any legal process or governmental request (for example, a subpoena, warrant, order or other requirement of a court, administrative agency or other governmental body), (ii) to respond to claims asserted against Bark, (iii) to enforce and to ensure a user's compliance with these [Bark Management Services Terms](#), including the investigation of potential violations, (iv) to conduct risk assessments, and prevent, detect and investigate incidents of fraud, security and technical issues, (v) to protect the rights, property or safety of Bark, its other users or members of the public, and (vi) for the purpose of operating and improving the Bark Management Services and Bark Devices (including for support purposes). Bark reserves the right, but assumes no obligation, to investigate and take appropriate action in response to reports of misconduct. Regardless of its action or inaction, in no event will Bark be liable for the acts or omissions of any Manager, Administrative User, Managed User or any third party.

4.3.4 Cooperation by Manager. Manager agrees to cooperate with and assist Bark or its representative in good faith in any such investigations, including by providing us with such information as Bark may reasonably request.

4.4 Subscription Equipment. You acknowledge and agree as follows with respect to any Subscription Equipment provided to you by Bark under these Terms:

4.4.1 Changes and Upgrades to Subscription Equipment. Bark may upgrade, replace, remove, add or otherwise change the Subscription Equipment at our discretion at any time any Services are active or following the termination of your Services. You consent to such changes including software, firmware and other code updates or downloads, with or without notice to you, which may alter, add to, or remove features or functionalities of the Subscription Equipment or Services. You acknowledge and agree that our addition or removal of or change to the Subscription Equipment may interrupt your Services. Bark

may, at its option, provide new or reconditioned Subscription Equipment, including replacing your existing Subscription Equipment. You agree that such changes may be performed within Bark's sole discretion at any time and in any manner. If Bark requests that you replace, or offers to replace your Subscription Equipment in order to provide you with better Services or stronger security, and you do not do so, Bark is not responsible for any resulting degradation of service or security vulnerabilities. If Bark requires that you add or replace Subscription Equipment and you do not do so, your Services may be disconnected and/or terminated.

4.4.2 **Return of Subscription Equipment.** You agree that in the event your Services are terminated, you will return all Subscription Equipment to Bark within thirty (30) days of termination, unless otherwise instructed in writing by a Bark representative. If you upgrade or downgrade your Services and the Subscription Equipment that you possess is no longer required to support your new Bark Services, you must promptly return such Subscription Equipment. Such Subscription Equipment must be returned within thirty (30) days of notifying Bark of your decision to downgrade/upgrade your Service(s), unless otherwise instructed in writing by a Bark representative. The returned Subscription Equipment must be in good condition and without any encumbrances, except for ordinary wear and tear resulting from proper use. Upon your notification to Bark that you intend to terminate or downgrade/upgrade Services in a manner requiring return of your Subscription Equipment, Bark will issue you a return material authorization ("RMA") number and you will mail the Subscription Equipment to:

Bark Technologies, Inc.  
Attn: Bark Device Replacements  
3423 Piedmont Rd NE, Suite 360  
Atlanta GA 30305

The RMA number must be included on the outside carton label of the returned Subscription Equipment. Bark will inspect the Subscription Equipment for damage upon receipt. This provision shall survive the termination or expiration of this Agreement.

4.4.3 If you do not promptly return your Subscription Equipment in accordance with this Section 4.5, or if it is returned damaged or missing components ("Unreturned Subscription Equipment"), the damages Bark will incur will be difficult to ascertain. Therefore, Bark may charge your account for your Unreturned Subscription Equipment, a one-time Unreturned Subscription Equipment charge as liquidated damages in an amount equal to Bark's reasonable estimates of the replacement costs and incidental costs that Bark incurs (the "Unreturned Subscription Equipment Charge"); provided, however, that such amount will not exceed the maximum amount permitted by law or the replacement cost of the Subscription Equipment. You will be responsible for (i) any missing components of, or damage to the Subscription Equipment as assessed by Bark upon receipt, (ii) the replacement cost of such Subscription Equipment if it is lost or damaged during transit, and (iii) shipping/handling costs, unless Bark provides written notice in advance that it will pay such costs.

## 5. **License Grant; Restrictions.**

5.1 **License Grants.** Subject to the terms and conditions of these [Bark Management Services Terms](#), Bark hereby grants to Manager and Managed User a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited license only (i) to install, administer, and operate the Bark Device as part of a home network or any other compatible network over which Manager has administrative authority; (ii) to install and integrate the Bark Management Software in conjunction with Manager's and Managed User's network, User Device(s), and other devices designed to access the Bark Management Services and/or the Managed Account(s); (iii) to use the Bark Management Software in complete, unmodified form on any such home network, computer, mobile device, User Device, Bark Device, or other device designed to interact with the Bark Management Services; (iv) to access the Bark Management Services and use the features and functionality provided by Bark via the Bark Management Services; and (v) to access and use Bark Content solely for the personal, non-commercial use by Manager, and Managed Users. Any other use is expressly prohibited. Unauthorized use of Bark Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited.

5.2 **Restrictions on Use.** Manager and Managed User shall not: (i) decompile, reverse engineer, disassemble, attempt to derive the source code, libraries for or structure of, or decrypt the Bark

Management Software, Bark Content, API, or the Bark Management Services, even for research purposes; (ii) make any modification, adaptation, improvement, enhancement, translation or derivative work from any Product(s); (iii) use the Product(s) in a manner that derives revenue directly from such use, or use the Product(s) for any other purpose for which it is not designed or intended; (iv) install, use or permit the Bark Content, API, or Bark Management Software to exist on any device or computer not allowed hereunder, or access Bark Content or the Bark Management Services in a manner not permitted or authorized hereunder; (v) distribute the Bark Management Software, API, or passwords to access Bark Content or the Bark Management Services to unauthorized devices or users; (vi) use Bark Content, API, Bark Management Software or the Bark Management Services for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by Bark, or use, display, mirror or frame the Bark Management Services, or any feature, functionality, tool or content of the Bark Management Services, Bark's name, any Bark trademark, logo or other proprietary information, without Bark's express written consent; (vii) use any Product(s) to send automated queries to any website or to send any unsolicited commercial e-mail; (viii) use any proprietary information or interfaces of Bark or other intellectual property of Bark in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the Bark Management Software or Bark Devices or that uses Bark Content; (ix) avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent, disable or tamper with any security-related components or other protective measures applicable to any Product(s), Bark's computer systems, or any technological measure implemented by Bark or any of Bark's providers or any other third party to protect the Products or the Managed Account status, including by attempting to access or use the Bark Management Services if the Managed Account has been suspended or cancelled or Manager or Managed User has otherwise been temporarily or permanently prohibited or blocked from using the Bark Management Services; (x) reproduce, archive, retransmit, distribute, disseminate, sell, lease, rent, exchange, modify, broadcast, synchronize, publicly perform, publish, publicly display, make available to third parties, transfer or circulate Bark Content, API, Bark Management Software, or Bark Management Services; (xi) probe, scan, or test the vulnerability of any system or network of Bark or its providers, or breach or circumvent any security or authentication measures of such system or network; (xii) interfere with, disrupt, damage or compromise the Bark Management Services or Bark's systems or the access of any user, host or network in any way, including through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology or by overloading, flooding, spamming, mail-bombing the Bark Management Services or otherwise imposing an unreasonable or disproportionately large load on the Bark Management Services; (xiii) access, copy, distribute, share, publish, use or store any Bark Content, including any information from or about any Managed User, for purposes that are inconsistent with the [Privacy Policy](#) or these [Bark Management Services Terms](#), or otherwise violate the privacy rights or any other rights of Managed Users or any other third party, including by disclosing, selling, renting, distributing or exposing any Bark Content to a third party, using it for marketing purposes, or otherwise using it for any purposes unrelated to the Bark Management Services; (xiv) query the API in a manner which causes damage or disruption to Bark's servers or cloud services, or interferes with the operation of the API or Services for other users; (xv) attempt to utilize the API as a vector for scripts, worms, malware, or other intrusions into Bark's networks, servers, or cloud services for any reason; (xvi) use any Product(s) for the purpose of directly competing with Bark; (xvii) use any Product(s) or other material in violation of any applicable law or regulation, including but not limited to any regulatory agency, such as FCC, rules or use or allow use of Bark Content, the Bark Management Services, API, or Bark Management Software for any non-permitted activities or purposes; (xviii) sell, lease, abandon, or give away the Subscription Equipment; or (xix) attempt to do any of the foregoing, or advocate, encourage or assist any third party in doing any of the foregoing. These obligations survive termination of these [Bark Management Services Terms](#).

5.3 [Restriction on Modification](#). Manager and Managed User may not modify the Bark Devices, Bark Subscription Equipment, Bark Management Software, Bark Content, or the Bark Management Services for use in any way other than as described in Section 4.1 of these [Bark Management Services Terms](#). Any such modification will void any warranties, whether express or implied, on the Bark Devices and the Bark Management Software, and subject Manager and Managed User to immediate termination of the Bark Management Services. Further, any tampering with, destruction of, or other alteration of a Bark Device will void any warranties, express or implied, on the Bark Device. If and to the extent that the Bark Management Software is designed to be compliant with any published communications standard (including, without limitation, Bluetooth SIG, IEEE, and ITU standards), Manager and Managed User may not make any modifications to the Bark Management Software that would cause the Bark Management Software or

the accompanying Bark Device to be incompatible with such standard.

5.4 Restriction on Distribution. Manager and Managed User shall not distribute or provide access to any of the Products, nor hold itself out as a distributor, author, or creator of any of the Products, nor lead others to believe through implicit or explicit means that it has the right to sublicense or otherwise distribute or provide access to any of the Products. Manager and Managed User may not loan, lease, rent, distribute, resell, or otherwise distribute or provide access to the Products other than as provided by the terms of these [Bark Management Services Terms](#) without the express written consent of Bark.

## 6. Ownership.

6.1 Ownership. Bark shall retain all right, title and interest, including all intellectual property rights, in and to (i) the design and technical specifications of the Bark Devices; (ii) all current or future Bark applications, including the Bark Apps; (iii) the Bark Management Software; (iv) the Bark Management Services; (v) the Bark Content, (vi) Subscription Equipment, and (vii) Bark Devices. Furthermore, Manager and Managed User acknowledge and agree that the source code and object code of the Bark Management Software and the format, directories, queries, algorithms, structure and organization of the Bark Management Software are the intellectual property and proprietary and confidential information of Bark and/or its collaborators, licensors and suppliers. Manager and Managed User hereby acknowledge and agree that they have no rights in or to any Product(s) apart from those granted in these [Bark Management Services Terms](#). Manager and Managed User hereby covenant that they will not assert any claim that any Product(s) provided by Bark hereunder and used or accessed by Manager or Managed User from time to time, regardless of whether created by or for Bark, including any derivative works thereof, infringes any intellectual property right owned or controlled by Manager or Managed User. Manager and Managed User acknowledge and agree that the Bark Management Software, API, and all Bark Content and the compilation (meaning the collection, arrangement, and assembly) of all Bark Content are the property of Bark or its licensors and are protected under copyright, trademark, and other laws. You agree that Subscription Equipment will remain the property of Bark and you will not acquire any ownership or other interest in any Subscription Equipment or any Bark Management Software incorporated therein by virtue of any payment made pursuant to these Terms or by any attachment of the Subscription Equipment to your premises in which they are used (the "Premises"). You agree that Subscription Equipment will not be deemed fixtures or in any way part of the Premises. You agree to use Subscription Equipment only for receiving and/or using the Bark Home Services pursuant to these Terms.

6.2 No Other Rights Granted. Apart from the license rights expressly set forth in these [Bark Management Services Terms](#), Bark does not grant, and Manager and Managed User do not receive, any ownership right, title or interest nor any security interest or other interest in or to any intellectual property rights relating to the Bark Devices, the Bark Management Services, Bark Content, API, and/or the Bark Management Software, nor in or to any copy of any part of the foregoing. Manager and Managed User shall not have any right to grant a security interest in or to the Bark Management Services, Bark Content, API, and/or the Bark Management Software, or to any intellectual property relating to the foregoing or to any Bark Device.

6.3 Proprietary Notices. Manager and Managed User shall not remove, efface or obscure any copyright or trademark notices from the Bark Content, Bark Management Software or the Bark Management Services or from any copies thereof. Manager and Managed User acknowledge that any symbols, trademarks, tradenames, and service marks adopted by Bark to identify any Product belong to Bark and that Manager and Managed User shall have no rights therein.

6.4 Third-Party Content. The Bark Management Services may contain content from Bark's partners and licensors. Except as provided within these [Bark Management Services Terms](#), Manager and Managed User may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, make derivative works based on, or sell any content appearing on or through the Bark Management Services. Manager and Managed User understand and agree that Manager will not obtain, as a result of its use of the Bark Management Services, any right, title, or interest in or to the Bark Content, or any third party delivered via the Bark Management Services or in any intellectual property rights therein (including, without limitation, any copyrights, patents, trademarks, trade secrets, or other rights).

6.5 Usage Data. Use of the Bark Management Services, and features and applications within

the Bark Management Services, creates a record of Submissions and Usage Data. Subject to the terms outlined in the [Privacy Policy](#), Bark requires this Usage Data to: enable the provision of the Bark Management Services; test, improve, and refine the capabilities of the Bark Management Software; provide summary statistics on application and feature use, "up times," software response times, and other measures of application usage and performance; and for purposes with similar objectives of application improvement, improved feature development, and user behavior studies and reports. By using the Bark Management Services, Manager and Managed User, agree to and hereby do assign, transfer, grant, and convey all rights, title, and interest in and to the Usage Data to Bark. To the extent that such an assignment is deemed to be invalid, Manager and Managed User agree to and hereby do grant to Bark a world-wide, perpetual, irrevocable, non-exclusive, sub-licensable, royalty-free, transferable license to use the Usage Data for the above-described purposes.

6.6 Account Data. Bark claims no ownership over the Account Data of the Manager and Managed User. Manager and Managed User respectively grant Bark a world-wide, perpetual, irrevocable, non-exclusive, sub-licensable, royalty-free, transferable license to reproduce, distribute, publicly display, publicly perform, create derivative works of, and otherwise use, modify, and exploit their Account Data for the purposes of providing the Bark Management Services. As between Bark and Manager or Managed User, as the case may be, Manager and Managed User retain all copyright and trademark rights to any of such Account Data.

## 7. Data Protection and Privacy.

7.1 Protection of Personal Data. Bark processes and uses the Account Data of the Manager and Managed User to deliver, analyze, support and improve the Products and as otherwise permitted in these [Bark Management Services Terms](#) and the [Privacy Policy](#). Bark will maintain appropriate administrative, physical and technical safeguards, which are designed to protect the security, confidentiality and integrity of Personal Data processed by Bark. Manager and Managed User agree that Bark may share their Account Data with third party service providers consistent with the [Privacy Policy](#) in order to assist in providing and improving the Products, provided that such third-party service providers agree to provide no less than the same level of data protection and information security required of Bark hereunder.

7.2 State Specific Provisions. The provisions of Section 13 of the [General Terms and Conditions](#) are hereby incorporated by reference and apply to these [Bark Management Services Terms](#) with the necessary amendments (mutatis mutandis).

7.3 International Data Transfers. Manager and Managed User agree that Bark may process and store their Account Data outside of the country where it was collected, provided that, with respect to Bark's transfer of Account Data that constitutes Personal Data, Bark shall ensure that, notwithstanding any cross-border transfer of data, it shall always remain compliant with its obligations under Section 7.1 of these [Bark Management Services Terms](#).

7.4 Communications. By using the Bark Management Services or providing Personal Data to Bark, Manager and Managed User agree that Bark may communicate with Manager electronically regarding security, privacy, and administrative issues relating to Manager's and Managed User's use of the Bark Management Services, as well as for product releases, product updates, marketing events, and third-party products or services Bark would like to communicate with Manager about. If Bark learns of a security breach, Bark may attempt to notify Manager electronically by posting a notice on the Bark Management Services or sending an email to Manager. Manager may have a legal right to receive this notice in writing. To receive written notice of a security breach (or to withdraw Manager's consent from receiving electronic notice), please write to Bark at [help@bark.us](mailto:help@bark.us).

## 8. Limitations of the Bark Management Services; Location Services.

8.1 Content Blocking Not Guaranteed. Manager and Managed User acknowledge that use of the Management Services does not guarantee that content Manager or Managed User deems objectionable will be 100% unavailable at all times or at any time. Manager and Managed User assume full risk and responsibility for the use of or reliance on the Bark Management Services as regards content blocking. "False positive" content blocking may occur from time to time or at any time. Bark strives to allow sufficiently granular control of content filters to allow educational or meritorious content through, if that is

the intent of the user. However, there is no guarantee that some content that Manager or Managed User would deem acceptable will not be blocked by the Bark Management Services. In the event that Manager or Managed User believes Bark is mis-categorizing a site or service, please contact Bark support at [help@bark.us](mailto:help@bark.us) to submit the issue for review.

8.2 Service Limitations. There are certain circumstances that may limit the availability or effectiveness of the Bark Management Services, including:

8.2.1 Service Area - The Bark Management Services are currently configured for use in the local jurisdiction in which Manager and Managed User registered for the Bark Management Services. For example, users that registered for the Bark Management Services in the United States will be limited to use of the Bark Management Services only in the United States, and users that registered for the Bark Management Services in another country will be limited to use of the Bark Management Services in such country. Notwithstanding the foregoing, use of the Bark Management Services and Bark Devices is limited to the United States and those other countries and/or territories identified in Section 13 of the [General Terms and Conditions](#). Any use of the Bark Management Services and/or Bark Devices outside of such countries and/or territories is strictly prohibited.

8.2.2 Service Interruptions - The Bark Management Services can be interrupted for any reason that disrupts internet access or GPS capabilities, including in the event of: (a) electrical power outages, (b) natural disasters, (c) electronic interference, (d) an outage affecting the data transport service, (e) failure of originating or terminating access lines, (f) network congestion and/or reduced routing speed of Bark's network or another network (for example, due to spikes in call volume in the wake of local or national disasters), causing failed calls, busy signals or unexpected answering wait times (which may be longer than emergency calls placed via traditional telephone networks), (g) compatibility issues, or (h) equipment failures relating to your equipment (e.g., your mobile phone) or Bark's equipment, including, hardware or software failures or misconfiguration affecting Bark, its offices, data centers, and/or any of its service providers.

8.2.3 Location Services. Certain features of the Services are designed to collect and share location information about your Users. To access and use these features, the Services collect location, sensory and motion data from your User(s)' mobile device to share location information and otherwise provide or facilitate the features and functionality of the Services. To work properly, these features require the corresponding Bark App to be installed on the User Device for which location and movement data will be provided, and require access to location, sensory and motion data from the User Device. These features may not work properly if the corresponding device permissions and settings allowing access to location, sensory and motion data are not properly configured or enabled. In addition, the features may not work for a variety of reasons, such as if the device that the Bark App is installed on is not powered on and connected to the wireless service provider's network (e.g., it will not work if the phone is connected to a wi-fi network), if location services are turned off, if the Services are not being used or are blocked on the User Device, if the User is making a phone call through the User Device, and for other reasons. Please refer to your User's app settings to learn more about accessing and using these features.

## 9. Warranty and Support.

9.1 Limited Warranty on the Bark Devices. This limited warranty covers the operation of Bark Devices in Manager's and Managed User's home network. All Bark Devices purchased from Bark (which, for the avoidance of doubt, excludes all Third Party Hardware), carry a warranty of operability for a period of twelve (12) months from the date of purchase from a Service Provider. Subscription Equipment carries a warranty of operability for a period equal to the term of your subscription for such Subscription Equipment. If a Bark Device fails to power on, does not successfully initialize, or otherwise fails due to a manufacturing defect or through the normal use or wear of the Bark Device when used in accordance with Bark's applicable specifications during the warranty period, **MANAGER'S AND MANAGED USER'S FIRST RECOURSE FOR REFUNDS OR EXCHANGES IS TO THE RETAILER WHERE THE DEVICE WAS PURCHASED ACCORDING TO THE RETAILER'S RETURN POLICIES.** If the retailer is unable to exchange or refund the purchase, or if the Bark Device was purchased directly from Bark or is provided by Bark as Subscription Equipment, Manager or Managed User may send the malfunctioning device, along with a copy of the purchase receipt, a return material authorization ("RMA") number issued in advance by our technical support agent, and, if applicable, a description of the problems encountered, to:

Bark Technologies, Inc.  
Attn: Bark Device Replacements  
3423 Piedmont Rd NE, Suite 360  
Atlanta GA 30305

When requesting an RMA number, proof of purchase or proof of installation by a Service Provider must be provided. The RMA number must be included on the outside carton label of the returned Bark Device. Bark will inspect the Bark Device and any accompanying documentation of malfunction. After such inspection, and depending upon the findings of such inspection, Bark may, at its discretion: (i) return the Bark Device to the Manager or Managed User with a certification that it is functional; (ii) repair any manufacturing defect or malfunction caused by the normal use or wear of the Bark Device when used in accordance with Bark's applicable specifications, and then return the Bark Device to the Manager or Managed User with a certification that a repair has been made, and that the Bark Device should now function according to Bark's applicable specifications; (iii) issue a refund to Manager or Managed User (for Bark Devices purchased directly from Bark); (iv) send a replacement Bark Device to Manager or Managed User; or (v) notify Manager or Managed User that the device is not subject or entitled to the limited warranty. IF THE BARK DEVICE IS SUBJECT AND ENTITLED TO THE LIMITED WARRANTY, MANAGER OR MANAGED USER SHALL BE ENTITLED UNDER THIS SECTION TO A REFUND OF ITS PURCHASE PRICE, REPAIR OF ITS BARK DEVICE, OR A REPLACEMENT BARK DEVICE, AT BARK'S ELECTION. MANAGER AND MANAGED USER ACKNOWLEDGE AND AGREE THAT THIS LIMITED WARRANTY DOES NOT COVER ANY WEAR OR DAMAGE RESULTING FROM THE INCORRECT USE OF A BARK DEVICE, AND PROVIDES NO OTHER REMEDIES OR IMPLIES ANY LIABILITY ON BARK'S PART. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

9.2 Third Party Hardware. Insofar as the Manager and/or Managed User utilizes the Bark Management Software installed on Third Party Hardware, including without limitation a User Device, any questions or concerns related to the functioning of the hardware must be handled in accordance with the third party's expressed warranty and remediation processes. Bark in no way assumes responsibility for the functionality or operability of Third Party Hardware and the limited warranty set forth in Section 9.1 of these [Bark Management Services Terms](#) above does not cover any Third Party Hardware, including, without limitation, any User Devices, regardless of whether such hardware incorporates Bark technology or Bark Management Software.

### 9.3 Disclaimer of Warranties.

THE BARK DEVICES, THE SUPPORT SERVICES, THE API, THE BARK CONTENT, AND THE BARK MANAGEMENT SOFTWARE ARE ALL OFFERED "AS IS" AND "WITH ALL FAULTS." TO THE EXTENT PERMITTED BY LAW, AND APART FROM THE LIMITED WARRANTY IN SECTION 9.1 OF THESE [BARK MANAGEMENT SERVICES TERMS](#), BARK GRANTS AND MANAGER AND MANAGED USER RECEIVES NO WARRANTIES OF ANY KIND, WHETHER ESTABLISHED BY STATUTE, COMMUNICATION OR CONDUCT WITH MANAGER OR MANAGED USER, OR OTHERWISE. BARK DISCLAIMS ALL AND GRANTS NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT CONCERNING ANY PRODUCT(S), OR ANY UPGRADES TO OR DOCUMENTATION FOR ANY OF THE PRODUCT(S). WITHOUT LIMITATION OF THE ABOVE, BARK GRANTS NO WARRANTY THAT THE PRODUCTS OR SUPPORT SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION, AND GRANTS NO WARRANTY REGARDING THEIR USE OR THE RESULTS THEREFROM INCLUDING, WITHOUT LIMITATION, THEIR CORRECTNESS, ACCURACY OR RELIABILITY. THIS SECTION SHALL SURVIVE TERMINATION OF THESE [BARK MANAGEMENT SERVICES TERMS](#).

FURTHERMORE, BARK AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE PRODUCTS OR SUPPORT SERVICES WILL MEET YOUR REQUIREMENTS; (II) USE OF THE PRODUCTS WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS OR ERROR-FREE; (III) THE QUALITY OF ANY PRODUCTS, SUPPORT SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH USE OF THE PRODUCTS WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (IV) ANY ERRORS IN THE PRODUCTS WILL



BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BARK OR FROM USE OF THE PRODUCTS OR SUPPORT SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE THAT BARK AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS HAVE NO OBLIGATION TO CORRECT ANY ERRORS OR OTHERWISE.

9.4 Manager Acknowledgements and Warranties. Manager and Managed User represent and warrant to Bark that:

9.4.1 Manager has the power and authority to accept and agree to the [Bark Management Services Terms](#), both in his/her personal capacity and, where applicable, on behalf of Managed User and is duly authorized to act for and on behalf of Managed User, and to give the applicable undertakings and consents contained herein;

9.4.2 Manager owns or controls all of the rights necessary to grant the rights and licenses granted herein, including, without limitation, all necessary authority and right to monitor and collect the Account Data collected by or through the Bark Management Services;

9.4.3 Manager has requested and received the consent of any Managed User contemplated in clause 4.2.1, including to share Managed User's Personal Data with Bark;

9.4.4 To the extent Manager or Managed User has installed or otherwise uses a Bark Device, Manager has informed or will inform all persons using the network to be monitored, that their activities will be monitored by the Bark Management Services and any related data, including Account Data concerning all Managed Users, may be accessed by Manager and/or the Bark or the applicable Service Provider;

9.4.5 Manager and Managed User will not violate any federal, state or local laws, rules or regulations or infringe the rights of any third party, including, any intellectual property, privacy or publicity-related rights, in connection with Account Data or otherwise in connection with Manager's and Managed User's access to or use of the Products;

9.4.6 the exercise by Bark of the rights granted by Manager and Managed User hereunder will not cause Bark to violate any applicable laws, rules or regulations, or to infringe the rights of any third party; and

9.4.7 all account information provided by Manager and/or Managed User will be complete, accurate and up-to-date when provided, and updated as necessary to ensure that it remains complete, accurate and up-to-date.

9.5 Modifications and Updates. Bark reserves the right, in its sole discretion, to modify or discontinue offering any Product(s), in whole or in part, including any features, functionality, tools or content thereof, at any time, for any reason or no reason, with or without notice to Manager or Managed User. Bark may from time to time develop and provide Updates for the Products. Updates may also modify or delete features, functionality, tools or content in their entirety. Based on Product settings, when Product(s) are connected to the internet either: (a) the Updates will automatically download and install; or (b) Manager may receive notice of or be prompted to download and install available Updates. Manager agrees to promptly download and install all required or automated Updates made available by Bark from time to time, including all available patches to address security, interoperability or performance issues. If Manager does not install the latest Updates, portions of the Products may not properly operate. All Updates will be deemed part of the Products and be subject to all terms and conditions of these [Bark Management Services Terms](#). Manager agrees that Bark has no obligation to provide any Updates or to continue to provide or enable any particular features, functionality, tools or content, and will not be liable with respect to any such modifications, discontinuances or deletions.

9.6 Supported Uses. Use of the Products is limited to the systems and applications that are supported. Manager is required to read the documentation delivered with the Products or provided online by Bark to determine if its intended use is supported. The Products are not designed, intended, or certified for use in components of systems intended for the operation of weapons, weapons systems, nuclear

installations, means of mass transportation, aviation, life-support computers or equipment (including resuscitation equipment and surgical implants), pollution control, hazardous substances management, or for any other dangerous application in which the failure of the Products could create a situation where personal injury or death may occur. Manager and Managed User understand that use of the Products in such applications is fully at the risk of Manager and Managed User.

9.7 Permission to Access; Support. Manager and Managed User understand and agree that directly requesting Support Services through any communication channel for the setup, continued use, or technical troubleshooting of its Products or Managed Account(s) will also constitute express permission to allow Bark or its duly authorized support representatives to access Manager's and Managed User's Products, User Device(s) or Managed Account details remotely for the sole purposes of viewing or changing logs, configurations, software processes, or any other information stored locally on such Products, User Device or in Bark servers. Bark requires such access in order to troubleshoot, debug, or optimize the setup or use of the Bark Management Services. Manager may limit the level of access Bark or its duly authorized support representatives have to Manager's and Managed User's Products or User Devices or Managed Account only by explicitly stating at the moment of the support request the specific limitations they wish to impose with regard to the logs, diagnostics, configurations, software processes, or other locally-stored information. Manager and Managed User agree that nothing in these [Bark Management Services Terms](#) shall obligate Bark to provide any Support Services for the Products. Bark may, but shall be under no obligation to, correct any defects in the Products and/or provide updates to the Products. Manager shall make reasonable efforts to promptly report to Bark any defects it finds in the Products, as an aid to creating improved revisions of the Products. MANAGER AND MANAGED USER UNDERSTAND THAT THE SUPPORT SERVICES AND ALL INFORMATION, CONTENT, OR MATERIALS INCLUDED IN OR MADE AVAILABLE AS PART OF THE SUPPORT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, BARK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SUPPORT SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION, CONTENT OR MATERIALS OBTAINED OR MADE AVAILABLE TO YOU THROUGH THE SUPPORT SERVICES. YOUR USE OF THE SUPPORT SERVICES AND ALL INFORMATION, CONTENT OR MATERIALS INCLUDED IN OR MADE AVAILABLE AS PART OF THE SUPPORT SERVICES IS AT YOUR SOLE RISK. MANAGER AND MANAGED USER ACKNOWLEDGE AND AGREE THAT THE FOREGOING DISCLAIMERS AND LIMITATIONS ARE IN ADDITION TO, AND NOT IN SUBSTITUTION OF, THE DISCLAIMERS AND LIMITATIONS SET FORTH IN SECTIONS 9.2 OF THESE [BARK MANAGEMENT SERVICES TERMS](#) AND SECTION 7 OF THE [GENERAL TERMS AND CONDITIONS](#).

## 10. Confidentiality.

10.1 Obligations. Manager and Managed User acknowledge and agree that any documentation relating to the Products, and any other information (if such other information is identified as confidential or should be recognized as confidential under the circumstances) provided to Manager or Managed User by Bark hereunder shall constitute "Confidential Information" of Bark, and that Manager's and Managed User's protection thereof is an essential condition to Manager's and Managed User's use and possession of the Products. Manager and Managed User shall: (a) retain all Confidential Information in strict confidence and not disclose it to any third party unless otherwise required to comply with law or a binding order of a court of governmental authority with the authority to require disclosure. Manager and Managed User will exercise at least the same amount of diligence in preserving the secrecy of the Confidential Information as it uses in preserving the secrecy of its own confidential information, but in no event less than reasonable diligence. Information shall not be considered Confidential Information if and to the extent that it: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Manager or Managed User; (ii) was known to the Manager or Managed User, without restriction, at the time of disclosure as proven by the files of Manager or Managed User in existence at the time of disclosure; or (iii) was developed by or for Manager or Managed User without use or knowledge of or access to Confidential Information or violation of these [Bark Management Services Terms](#) or (iv) becomes known to Manager or Managed User, without restriction, from a source other than Bark without breach of these [Bark Management Services Terms](#) by Manager or Managed User and otherwise not in violation of Bark's rights.

10.2 Return of Confidential Information. Notwithstanding the foregoing, all documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the

possession of Manager and Managed User shall be and remain the property of Bark, and shall be promptly returned to Bark or destroyed, and all electronic copies deleted, upon written request by Bark or upon termination of these [Bark Management Services Terms](#).

10.3 **Injunctive Relief.** In addition to any other rights and remedies available to Bark hereunder or at law, Manager and Managed User acknowledge and agree that any breach of confidentiality and non-disclosure such obligations may result in irreparable and continuing damage to Bark for which there will be no adequate remedy in damages, and the Bark will be authorized and entitled to seek injunctive relief, without the necessity of posting a bond even if otherwise normally required, and/or a decree for specific performance, and such further relief as may be proper from a court with competent jurisdiction.

## 11. **Payment; Service Providers.**

11.1 **Purchases, Subscription Equipment and Payment Terms.** If Manager or Managed User purchases Products directly from Bark, and/or subscribe for Subscription Equipment, Manager and Managed User hereby authorize Bark to charge the purchase amount and/or subscription fee to the Payment Mechanism on file in the amounts and on such payment dates as set forth in the Managed Account. ***Manager further authorizes Bark to charge any applicable Unreturned Subscription Equipment Charge to the Payment Mechanism on file with Bark.*** If Manager or Managed User purchased Products through a Service Provider, all payment-related terms (including, but not limited to, pricing, invoicing, billing, payment methods, delivery, returns, and late payment charges) will be set forth in Manager's or Managed User's agreement directly with such Service Provider. Notwithstanding anything to the contrary, the agreement between Manager or Managed User and Service Provider: (i) shall not modify any of the terms set forth herein, and (ii) is not binding on Bark.

11.2 **Account Data.** If Manager or Managed User purchases Products through a Service Provider, Manager and Managed User acknowledge and agree that such Service Provider may have access to their respective Account Data, including all data that may be captured or stored on a Bark Device as a result of Manager's and Managed User's use of the Bark Management Services. Manager and Managed User acknowledge and agree that Bark is not liable in any way with respect to such access or use of such Account Data by a Service Provider.

12. **Export Regulations.** MANAGER AND MANAGED USER UNDERSTAND AND AGREE THAT THE PRODUCTS ARE SUBJECT TO UNITED STATES AND OTHER APPLICABLE EXPORT-RELATED LAWS AND REGULATIONS AND THAT MANAGER AND MANAGED USER MAY NOT EXPORT, RE-EXPORT OR TRANSFER THE PRODUCTS EXCEPT AS PERMITTED UNDER THOSE LAWS. WITHOUT LIMITING THE FOREGOING, EXPORT, RE-EXPORT OR TRANSFER OF THE PRODUCTS TO CUBA, IRAN, NORTH KOREA, SUDAN AND SYRIA IS PROHIBITED.

## 13. **Third Party Specific Provisions.**

13.1 **iOS Store.** The following provisions apply to Products downloaded from the iOS Store:

13.1.1 **Acknowledgement.** Manager and Managed User acknowledge that these [Bark Management Services Terms](#) are between Manager, Managed User and Bark and not with Apple, Inc. or any of its affiliates (collectively, "Apple") and that Bark, and not Apple, is solely responsible for the Products and the content thereof.

13.1.2 **Scope of License.** The license granted to Manager and Managed User hereunder for use of Products is limited to a personal, non-transferable, non-assignable, revocable and non-exclusive right to use the Products on any Apple-branded products owned or controlled by Manager or Managed User for the relevant subscription period and subject to the terms and conditions set forth in these [Bark Management Services Terms](#), and as permitted by the usage rules set forth in the App Store Terms of Service.

13.1.3 **Maintenance and Support.** Bark, and not Apple, is solely responsible for providing maintenance and support services with respect to the Products. Manager and Managed User acknowledge and agree that Apple has no obligation whatsoever to furnish any such maintenance and/or support services with respect to the Products.

13.1.4 Warranty. Bark, and not Apple, is solely responsible for the breach of any warranties specifically set forth in these [Bark Management Services Terms](#). If the Products fail to conform with any such warranties, including Manager's or Managed User's right to a refund, Manager or Managed User may notify Apple of such non-conformity and Apple will refund the purchase price paid by Manager or Managed User for the applicable Product(s) and, to the maximum extent permissible by applicable law, Apple will have no other warranty obligation whatsoever to Manager or Managed User with respect to the Products, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such warranty will be Bark's sole responsibility.

13.1.5 Product Claims. Manager and Managed User acknowledge that Apple is not responsible for addressing any claims Manager, Managed User or any third party may have relating to the Products or Manager's or Managed User's possession and/or use of that Product, including without limitation, (a) product liability claims, (b) any claim that the Products fail to conform to any applicable legal or regulatory requirement, or (c) any claims arising under consumer protection or similar legislation.

13.1.6 Intellectual Property Rights. Manager and Managed User acknowledge and agree that, in the event of any third party claim that the Products or Manager's or Managed User's use and possession of the same, infringes a third-party's intellectual property rights, Bark, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

13.1.7 Legal Compliance. Manager and Managed User each represent and warrant that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that is on Title 15, Part 740 Supplement 1 Country Group E of the U.S. Code of Federal Regulations; and (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties.

13.1.8 Bark Name and Address. Manager and Managed User should direct any questions, complaints, or claims with respect to the Products to Bark at:

Bark Technologies, Inc.  
Attn: Legal Department  
P.O. Box 18603  
Atlanta, GA 31126  
Email: [help@bark.us](mailto:help@bark.us)

13.1.9 Third Party Terms of Agreement. Manager and Managed User must comply with applicable third party terms of agreement when using the Products.

13.1.10 Third Party Beneficiary. Manager and Managed User acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiary of these [Bark Management Services Terms](#) and, upon acceptance by Manager and Managed User of these [Bark Management Services Terms](#), Apple will have the right (and is deemed to have accepted such right) to enforce these [Bark Management Services Terms](#) against Manager and/or Managed User as a third party beneficiaries hereof.

13.2 Google API Services. The Products' use of information received from Google APIs will adhere to Google API Services User Data Policy, including the Limited Use requirements, located at: <https://developers.google.com/terms/api-services-user-data-policy>.