

## **Bark Phone Wireless Service Terms and Conditions**

Last updated on: 6 September 2023

These Bark Phone Wireless Service Terms and Conditions (“T&Cs”) are part of your service agreement with Bark Technologies, Inc., including its affiliates, assigns, and agents (“Bark,” “we,” “us, or “our”) and constitute a contract under which we provide you Bark Wireless Service (defined below) under terms and conditions that you accept. Your Bark Phone also provides you with the ability to monitor your User's use of the Bark Phone through Bark's Supervision Services (as defined below). ***The Bark Supervision Services are separate and distinct from the Bark Wireless Services and are governed by the Bark Terms of Service available at: <https://www.bark.us/terms> (the "Bark Supervision TOS")*** which are incorporated into these T&Cs by reference. These T&Cs also include and incorporate by reference, (i) our Privacy Policy <https://www.bark.us/privacy> (ii) the service plan(s) that you choose as set forth in our written services and transaction materials that we provide or refer you to during the sales transaction, (iii) any confirmation materials that we may provide to you, (iv) the terms set forth in any applicable coverage map brochures, and (v) any other supplemental terms and conditions that we provide or otherwise make available to you (the foregoing collectively referred to herein as the “Agreement”). In the event of a conflict between these T&Cs and any other materials that comprise the Agreement, these T&Cs shall govern to the extent necessary to resolve the conflict with respect to Bark Wireless Services and the Bark Monitoring Terms shall govern with respect to the Bark Supervision Services.

**Please read these T&Cs carefully.** They cover important information about the Bark Wireless Service; your phone, handset, device, SIM card, data card, or other equipment or third-party device used with the Bark Wireless Service (collectively, “Bark Phone”); and any access and usage charges, taxes, fees, assessments, Early Termination Fees and other charges we bill you or that were accepted or processed through your Bark Phone (collectively, “Charges”). **These T&Cs include terms regarding service plan changes, late payments, and Early Termination Fees, limitations of liability, privacy and resolution of disputes by arbitration instead of in court.**

**LEGACY SUBSCRIBERS.** Effective as of September 6, 2023, Bark is no longer offering the option of a Subscription Phone. However, legacy customers who established their Wireless Account prior to September 6, 2023 (“Legacy Customers”) will continue to receive Bark Wireless Services through their Subscription Phone through December 31, 2023 (the “Subscription Phone Transfer Date”), after which ownership of their Subscription Phone(s) will be automatically transferred to them. Until the Subscription Phone Transfer Date, the terms regarding Subscription Phones set forth in Section 27 of these Ts&Cs will govern the use of Subscription Phone(s) by Legacy Subscribers. After that date, phones previously used by Legacy Subscribers as Subscription Phone(s) will become “Bark Phones” owned by such Legacy Subscriber and the terms of Section 27 of these Ts&Cs will no longer apply to their Wireless Accounts. See Section 27 of these Ts&Cs for more details.

***To agree to these T&Cs, both in your personal capacity and on behalf of your User(s), click “I Agree” where indicated in the registration process for Bark Wireless Service.*** Please note that the use of the [www.bark.us](https://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: <https://www.bark.us/terms>.

1. **Definitions.** For purposes of these T&Cs, in addition to terms defined elsewhere in these T&Cs, the following expressions shall be defined as set forth below:

- 1.1. “Bark Phone” has the meaning assigned in the second paragraph of these T&Cs. Bark Phones may be provided directly by Bark for a purchase price, in exchange for a multi-year contract commitment or, in the case of Legacy customers, as a Subscription Phone.
- 1.2. “Bark Supervision Services” has the meaning assigned the first paragraph of these T&Cs.
- 1.3. “Bark Supervision TOS” has the meaning assigned in the first paragraph of these T&Cs.
- 1.4. “Bark Wireless Services” refers collectively to the wireless telecommunications services provided to you and your Users by Bark as described in these T&Cs, including your and your User(s)’ use of the Bark Phone.
- 1.5. “Dependent” for purposes of these T&Cs, means your minor child or legal dependent, being a minor child or disabled adult placed under your protection, as legal guardian, by a court or appropriate government authority.
- 1.6. “Early Termination Fee” means an early termination fee charged to you in connection with your termination of your Bark Wireless Services prior to the end of a multi-year contract agreed to by you in exchange for your receipt of a Bark Phone at no cost. Early Termination Fee obligations are more specifically described in Section 6.2 of these Ts&Cs.
- 1.7. “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 Bark Wireless Services, as well as any other third-party that is authorized by Bark to distribute the Bark Phone and/or the Bark Wireless Services.
- 1.8. "User(s)" refers to your Dependent(s) accessing and using the Bark Wireless Services.
- 1.9. "Wireless Account" or “Wireless Accounts” refers, collectively, to the Bark Wireless Services account through which you manage one or more Bark Phones used by your Users. Your Wireless Account may be managed through the Site collectively with your “Account” for Bark Supervision Services as defined in the Bark Supervision TOS.
- 1.10. “You”, “Your” refers to the person agreeing to these T&Cs as the party responsible for the Wireless Account and related User(s).

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

- 2.1. When you create a Wireless 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 Wireless 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 Wireless Account, resulting from the use of your log-in credentials on your Wireless 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 Wireless 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 Wireless Account. If you

have any reason to believe that your Wireless Account information has been compromised or that your Wireless 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 Wireless Account(s).

- 2.2. The Bark Wireless Services are offered on a subscription basis only. On behalf of your User(s), you may choose a monthly subscription, a yearly subscription or a multi-year subscription, depending on what is offered at the time. Certain Bark Wireless 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. If you have multiple Users for your Bark Wireless Services, a separate subscription fee shall be payable with respect to each such User. The currently available monthly or yearly fees and more details about the Bark Wireless Services are listed here <https://www.bark.us/bark-phone/>. 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 Bark Wireless Services and renew on the same day of each month or year.
  - 2.3. You hereby authorize Bark to charge the purchase amount and/or subscription fee for your Bark Wireless Services to the Payment Mechanism on file in the amounts and on such payment dates as set forth in the Wireless Account.
  - 2.4. To cancel the subscription at any time, please navigate to the “Wireless Account” page on our Site. Upon cancellation of your Wireless Account, for any reason, the Bark Wireless Services for all User(s) will terminate on the date the Wireless Account is cancelled. If your Wireless Account has subscriptions for multiple Users, you may terminate individual subscriptions through your Wireless Account on the Site or by contacting us at [help@bark.us](mailto:help@bark.us). ***Note that termination of a multi-year contract commitment prior to its expiration date may result in an Early Termination Fee as set forth in Section 6.2 of these Ts&Cs.*** The rights and obligations under these T&Cs 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 T&Cs. No refunds are provided.
2. **Acknowledgements.** You acknowledge, understand and agree that:
- 2.1. You are giving the undertakings and consents contained in these T&Cs and the Privacy Policy on behalf of your User(s);
  - 2.2. You shall, in your personal capacity, be bound by the provisions of these T&Cs and the Privacy Policy in so far as they expressly relate to you; and
  - 2.3. In respect of each User who uses the Bark Wireless Services through your Wireless Account, an independent and separate contract consisting of these T&Cs and the Privacy Policy will arise between such User, you and Bark.

3. **Registration; Use Limited to Dependents.**

- 3.1. *General.* In order to subscribe to the Bark Wireless Services a User must be represented by his/her parent or legal guardian who must be 18 years or older, and who will subscribe for the Bark Wireless Services on the User's behalf as set forth in Section 2 above.
- 3.2. *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 Wireless Services. You hereby represent and warrant that you are the parent or legal guardian of the User(s) specified as User(s) in your Wireless Account. 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 Wireless Services on behalf of your User who will use the Bark Wireless 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 23 of these T&Cs will apply to your and each Subscriber's use of the Bark Wireless Services in violation of this Section 3.2.
- 3.3. *User Identification.* Upon registration, you must identify each User who will use a Bark Phone and the Bark Wireless Services and provide the information necessary for Bark to provide the Bark Wireless Services to such User as detailed in the registration process.

4. **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 Bark Phone and Bark Wireless Service.

5. **Class Arbitration; Prohibition of Class and Representative Actions and Non-Individualized Relief.**

- 5.1. Any dispute, controversy or claim arising out of, relating to or in connection with these T&Cs, 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 T&Cs to arbitrate. The parties agree to arbitrate solely on an individual basis, and that these T&Cs 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.
- 5.2. IF AND TO THE EXTENT THE PROVISIONS OF SECTION 5.1 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.

6. **No Refunds for Your Cancellation of Service Plans; Early Termination Fee.**

- 6.1. You may cancel any Bark Wireless Service plan that you pay for in advance at any time; provided that, except as otherwise required by applicable law, the termination date for your Bark Wireless Service will be the last day of the billing cycle during which we receive your termination request and you will not receive any refund of amounts paid to us in connection with such Bark Wireless Service plan (regardless of whether such plan is a 30-day service plan or a multi-month service plan).
- 6.2. If you commit to a multi-year contract in exchange for receipt of a Bark Phone provided by Bark at no charge, you agree that termination of your Bark Wireless Services prior to expiration of your multi-year contract will constitute an early termination of your Wireless Account and Bark will incur damages as a result of such early termination. The damages Bark will incur will be difficult to ascertain. Therefore, Bark may charge your Wireless Account an Early Termination Fee as liquidated damages in an amount equal to (a) the full original equipment manufacturers suggested retail price and incidental costs for the Bark Phone or Phones you were provided by Bark at no charge, and (b) the value of any other subsidized service such as device protection in the form of a discounted replacement Bark Phone (collectively, "Bark's Costs Exposure"); provided, however, that such amount will not exceed the maximum amount permitted by law or Bark's Cost Exposure. The Early Termination Fee will equal to 100% of Bark's Cost Exposure for early terminations prior to completion of 25% of your contract commitment, 75% of Bark's Cost Exposure for early terminations prior to completion of 50% of your contract commitment, 50% of Bark's Cost Exposure for early terminations prior to completion of 75% of your contract commitment and 25% of Bark's Cost Exposure for early terminations prior to completion of 100% of your contract commitment. Based on current phone models made available by Bark, the calculation of current Early Termination Fees would be based on the following:

<b>Cost Exposure Variables</b>	
Bark Phone A13	\$190 MSRP
Bark Phone A14	\$200 MSRP

By way of example only, if you receive a free Bark Phone A14 in exchange for a 24-month contract commitment, the initial Early Termination Fee for the Wireless Account using that phone would be \$200 (the MSRP). So, in this example, if you terminated your contract following 12 months of Bark Wireless Services, your Early Termination Fee would be \$100.

*You hereby authorize Bark to charge any Early Termination Fee applicable to your Wireless Account to the Payment Mechanism on file in the applicable amount following any early termination of your Bark Wireless Services.*

7. **Our Rights to Make Changes.** This provision is subject to requirements and limitations imposed by applicable law and will not be enforced to the extent prohibited by law. Your Bark Wireless Service is subject to our business policies, practices, and procedures, which we can change at any time without notice. **WE RESERVE THE RIGHT TO CHANGE OR MODIFY THESE T&Cs, OUR BARK WIRELESS SERVICES, DISCOUNTS, TECHNOLOGIES (INCLUDING CHANGES TO OUR NETWORK THAT MAY IMPACT YOUR DEVICE'S COMPATIBILITY), COVERAGE, OR ANY OTHER TERMS IN THE AGREEMENT AT ANY TIME AND YOU AGREE TO BE BOUND BY ALL SUCH CHANGES OR MODIFICATIONS ON THE EARLIER OF WHEN WE (i) POST THEM TO THE SITE, OR (ii) SEND THEM TO YOU**

**(ELECTRONICALLY OR OTHERWISE). BECAUSE THESE T&Cs ARE SUBJECT TO CHANGE AT ANY TIME, IT IS YOUR OBLIGATION TO ALWAYS CHECK THE SITE FOR THE MOST CURRENT VERSION. IF WE CHANGE THE SERVICE FEE APPLICABLE TO YOUR BARK WIRELESS SERVICE PLAN, YOU WILL HAVE 5 DAYS FROM THE DATE WE POST OR NOTIFY YOU OF THE REVISED SERVICE FEE TO TERMINATE YOUR BARK WIRELESS SERVICE PLAN BY (i) CONTACTING OUR CUSTOMER SERVICE DEPARTMENT AT HELP@BARK.US, (ii) MANAGING YOUR ACCOUNT PREFERENCES THROUGH YOUR WIRELESS ACCOUNT ON THE SITE. IF YOU FAIL TO CANCEL YOUR BARK WIRELESS SERVICE PLAN WITHIN THE 5 DAY PERIOD, YOU WILL BE DEEMED TO HAVE ACCEPTED THE RATE INCREASE. ANY INCREASE IN TAXES, REGULATORY FEES OR ASSESSMENTS WILL NOT BE CONSIDERED AN INCREASE IN ANY SERVICE FEE AND WILL NOT ENTITLE YOU TO EXERCISE THE FOREGOING CANCELLATION RIGHT. WE ARE NOT LIABLE TO YOU FOR CHANGES IN OPERATION, EQUIPMENT, OR TECHNOLOGY (INCLUDING THE NETWORK) THAT CAUSE YOUR DEVICE TO BE RENDERED OBSOLETE OR REQUIRE MODIFICATION.**

8. **Compatible Bark Phones; Updates.**

8.1. *Supported Bark Phones.* You must use a supported, compatible Bark Phone to access the Bark Wireless Services network. Only certain phones are supported Bark Phones. Bark will provide you with a list of supported Bark Phones upon your request. Modems, bypass, gateways, automated relay devices and any other device used for commercial or re-direction purposes are not supported Bark Phones and may not be used with the Bark Wireless Services. Failure to use a supported, compatible Bark Phone when accessing our network will result in immediate termination of your Bark Wireless Service.

8.2. Bark may upgrade, replace, remove, add or otherwise change the Bark Wireless Services at our discretion at any time during which your Bark Wireless Services are active or following the termination of your Bark Wireless 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 your Bark Phone or the Bark Wireless Services. You acknowledge and agree that our addition or removal of or change to the Bark Phone(s) may interrupt your Bark Wireless Services. 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 Bark Phone(s) in order to provide you with better or continuing Bark Wireless Services, or stronger security, and you do not do so, Bark is not responsible for any resulting degradation of service or security vulnerabilities.

9. **Service Availability.** Coverage maps only approximate our anticipated wireless coverage area outdoors; actual Bark Wireless Service area, coverage and quality may vary and change without notice depending on a variety of factors, including without limitation, Service Provider network changes, network capacity, terrain and weather. Outages and interruptions in Bark Wireless Service may occur, speed of Bark Wireless Service varies, and data connection may be suspended for Heavy Data Users in certain situations. Bark's Internet Service FAQs, located at <https://www.bark.us/internet-service-faq/> includes important information on these topics as well as information on commercial terms and performance characteristics (such as expected speed, latency, and network practices). You agree we are not liable for problems relating to Bark Wireless Service availability or quality. ***In addition to any limitations provided by applicable law, Bark shall be excused from liability for non-delivery or delay of Bark Wireless Services arising from any event beyond its reasonable control, whether or not foreseeable by either party, including but not limited***

*to, Service Provider outages or similar incidents, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, pandemic, and other causes or events beyond its reasonable control, whether or not similar to those which are enumerated above.*

**10. 911 SERVICES. PLEASE CAREFULLY READ THE INFORMATION BELOW. IT CONTAINS IMPORTANT INFORMATION REGARDING LIMITATIONS OF 911 FUNCTIONALITY. YOU ACKNOWLEDGE THESE LIMITATIONS AND AGREE TO SHARE THESE LIMITATIONS WITH YOUR USERS AND ANYONE WHO MAY USE YOUR SERVICE TO PLACE CALLS OR SEND TEXTS.**

- 10.1. *911 Service Generally.* 911 services are provided by your state and local government. Bark Phones are capable of making calls to 911 in the United States, and 911 access is available to customers regardless of your rate plan. The handset must have battery power and network connectivity to complete a 911 call. Although Bark's Service Provider is often capable of communicating your User(s)' phone number and/or current location to a public safety answering point ("911 Communications Center"), in some cases, 911 Communications Center operators may not know your User(s)' phone number or have information about your User(s)' current location. As a result, when making 911 calls, your User(s) should provide their contact information and current location. Other third-party entities are involved in connecting a 911 call and Bark's Service Provider is not solely responsible for determining which 911 Communications Center your User(s)' 911 call may be routed to. If you are porting a phone number to or from us, we may not be able to provide you with some Bark Wireless Services, such as 911 location services while the port is in process. If your User(s) are outside the U.S., they may have to dial a different number than 911 to call emergency services.
- 10.2. *Wi-Fi Calling.* Your Bark Wireless Services may include Wi-Fi Calling. Wi-Fi Calling services use a broadband internet connection to make calls, including calls to 911. Calls to 911 using Wi-Fi Calling operate differently than 911 calls made over a cellular network or a landline phone. If possible, your User(s) should use a cellular connection or a landline phone to place any 911 calls. If a cellular connection is available when your User(s) place a 911 call, their handset will make the 911 call using the handset's native dialer over the cellular connection to improve call quality and location accuracy even if they have Wi-Fi Calling services enabled. When you first enable Wi-Fi Calling on Bark Wireless Services, you must provide us with the primary street address at which the Wi-Fi Calling service will be used ("Your E911 Registered Address"). If your User(s) call 911 over Wi-Fi, we may transmit Your E911 Registered Address to the 911 Communications Center that answers the call, and it may be used to help emergency responders locate you. However, because of the limitations associated with Wi-Fi 911 calling, including the fact that the broadband internet connection utilized may be supplied by a third-party unaffiliated with Bark or its Service Provider, your User(s) should provide the 911 Communications Center with their contact information and current location. You agree to update Your E911 Registered Address before you use the Wi-Fi Calling service at a location different from Your E911 Registered Address. You can update Your E911 Registered Address by accessing your Wireless Account on the Site or by contacting Bark Customer Care at [help@bark.us](mailto:help@bark.us).
- 10.3. *Text-to-911.* Text-to-911 service may be available in some locations where Bark Wireless Service is provided. This is dependent on your local 911 Communication Center's ability to receive text messages.

- 10.4. *TTY Calls to 911.* Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice-over-LTE (“VoLTE”). If you cannot make a voice call to 911, Bark recommends that you use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service.

## 11. Service Plans.

- 11.1. *General.* Your Bark Wireless Service will operate only after you have purchased a Bark Wireless Service plan (each a “Bark Wireless Service Plan”). Please visit our website at [www.bark.us](http://www.bark.us) for the latest information regarding our Bark Wireless Service Plans.
- 11.2. *Charges.* **You agree to pay all charges we bill you or that were accepted or processed through your Wireless Account, Bark Phone or on such other Bark Phones connected with your Wireless Account and as designated in your Bark Wireless Service Plan.** For disputed charges, see Section 14. You agree to provide us with accurate and complete billing information and to immediately report to us all changes to your billing information.
- 11.3. *Voice Usage.* Bark Wireless Service Plans include a voice plan as part of your Bark Wireless Service. We round up any fraction of a minute to the next full minute. Airtime usage is measured from the time the network provider begins to process a call (before the phone rings or the call is answered) through its termination of the call (after you hang up) and the network disconnects. Bark reserves the right to periodically review usage levels of Unlimited Talk & Text Plans to ensure your User(s) are not using the plan in violation of acceptable use and, if such abuse or violation is discovered, to terminate or adjust the plan as appropriate. You agree to ensure that your User(s) use the voice portion of your Unlimited Talk & Text Plan for traditional voice calls between two individuals of a duration comparable to that of the average individual customer presently utilizing Bark Wireless Services Unlimited Talk & Text plans and will not employ methods, devices, or other procedures to take advantage of your Unlimited Talk & Text Plan by using the plan excessively or for means not intended by Bark. Excessive use of the voice portion of the Unlimited Talk & Text plan is defined by Bark as use that exceeds the average call volume or duration used by all other Bark Wireless Service customers on the Unlimited Talk & Text plan. Bark may terminate your service or change your Bark Wireless Service Plan if, in its sole discretion, Bark determines that your User(s)’ use of the voice portion of your Unlimited Talk Plan violates this prohibition or is otherwise ‘unreasonable’ or results in abuse of the Unlimited Talk Plan.
- 11.4. *Data Usage and Messaging.* Bark Wireless Service Plans include a data plan (“Data Plan”) as part of your Bark Wireless Service. Data usage is rounded up to the next full-byte increment at the end of each data session on the Bark Wireless Services network and the next full-kilobyte for data sessions while roaming in the continental United States. For all Bark Wireless Service Plans, 1 gigabyte of data is equivalent to 1,024 megabytes. Your data usage includes, among other things, text, web browsing, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. We use filters to block spam messages, but we do not guarantee that your User(s) will not receive spam or other unsolicited messages, and we are not liable for such messages. All data purchased with a Bark Wireless Service Plan (both data that comes with a Bark Wireless Service Plan and any additional data you purchase as an add-on) will expire immediately upon termination of your Bark Wireless Service Plan for any reason.



- 11.5. *Permissible and Prohibited Uses.* Your Data Plan is intended for Web browsing, messaging, and similar activities on your Bark Phone. Examples of prohibited uses can be found in Section 17 of these T&Cs.
- 11.6. *Data Usage Level.* Bark has set a 30-day 5G and/or 4G LTE usage level (“Usage Level”) for each of its Bark Wireless Service Plans. Our network Service Provider measures your User(s) upload and download data usage (“Actual Usage”) to determine if their total Actual Usage, as aggregated over the applicable 30-day period (“Usage Total”), exceeds the 30-day Usage Level for the Bark Wireless Service Plan you selected. Partial megabytes are rounded up. Please note that “Actual Usage” includes all of your User(s)’ requests to upload or download data, whether such data is actually uploaded or downloaded, as well as network overhead. For example, if your User(s) request that an image be downloaded to their Bark Phone but travel outside of your network coverage area before the download is complete, such request will be included in their Actual Usage even though the image was never downloaded to their Bark Phone. If you purchased a Bark Wireless Service Plan that includes a finite amount of data in a 30-day service period, and your User(s) reach their limit, Bark will reduce the speed at which your User(s) can send and receive data over the Bark Wireless Services network until the end of the applicable 30-day period. A reduction in your User(s)’ data speed may be severe enough to result in an unusable or unreliable data connection on your User(s) device. In addition, even in the “unlimited” data plan, data speeds for Heavy Data Users will be reduced for the remainder of the applicable 30-day period, and for Heavy Data Users using >50GB/month, the data connection may be turned off for the remainder of the applicable 30-day period. For most Bark-branded rate plans, a “Heavy Data User” is defined as a customer using more than 35GB of data in a given 30-day service period. For more information on this topic, please see Bark’s Internet Service FAQs, located at <https://www.bark.us/internet-service-faq/>. Bark may also reduce speeds during times of network congestion. If your User(s) continue to send and/or receive a substantial amount of data (as determined by Bark in its sole discretion) after our initial reduction of your data speed, we may further reduce your User(s)’ data speed or shutoff the data connection until the next period. Once you begin a new 30-day period in your Bark Wireless Service Plan, your Usage Level will be reset and your User(s)’ upload and download speeds will be restored. For example, if a customer purchases a Bark Wireless Service Plan that includes up to 1 gigabyte of high speed data at 5G and/or 4G LTE speeds during a given 30-day period, then the first gigabyte of data requested by that customer in that 30-day period will be provided at up to 5G and/or 4G LTE speeds (subject to 5G and 4G LTE network availability, a capable device and SIM within an appropriate coverage area, and the actual network speeds of Bark’s Service Provider’s network). Any data uploaded or downloaded by that customer in excess of 1 gigabyte will be provided at reduced speeds. Please be aware that your Usage Level is much more likely to exceed your Bark Wireless Service Plan’s 30-day Usage Level if your User(s) use streaming video, or if they download significant quantities of music files, movies, software applications, or engage in other high-bandwidth activities.
- 11.7. *Protective Measures.* To provide a good experience for most of our customers and minimize capacity issues and degradation in network performance, we may, in our discretion, take measures including temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth. If your User(s) use your Data Plan in a manner that could interfere with other customers’ service, affect our ability to allocate network capacity among customers, or degrade service quality for other customers, we may, in our discretion, suspend, terminate, or restrict your User(s)’ data session, or switch you to a more appropriate Data Plan which may result in an increased cost. We also manage our network to facilitate the proper functioning of services that require consistent high speeds, such as video calling, which may, particularly at times and in areas of network congestion, result in reduced speeds for other

services. Additionally, we may implement other network management practices, such as caching less data, using less capacity, sizing video more appropriately for a Bark Phone to transmit data files more efficiently, and deploying streaming video optimization technology, which may affect the performance and download times of data-heavy activities such as video-streaming. Streaming video optimization technology is intended to manage data usage on the network, reduce the risk of streaming video stalling and buffering, and reduce the amount of high-speed data consumption used for streaming video. Streaming video optimization improves streaming video reliability as well as makes room for other users to enjoy higher browsing speeds. Detectable video may typically stream at DVD quality or Standard Definition. The streaming video optimization process is agnostic as to the streaming video content itself and to the website that provides it. While most changes to streaming video files are likely to be indiscernible, the optimization process may minimally impact the appearance of the streaming video as displayed on your User(s)' Bark Phone. These practices operate without regard to the content itself or the source of the content, and do not discriminate against offerings that might compete against those offered by us on the basis of such competition.

- 11.8. *Wi-Fi Features.* Bark, at its sole discretion, may make available Wi-Fi voice and text messaging services, i.e., the ability to originate and terminate calls and text messages over a Wi-Fi connection ("Wi-Fi Calling). If offered by Bark, Wi-Fi Calling will only be available for Bark Phone customers that (i) have a Wi-Fi capable Bark Phone with Bark supported Wi-Fi calling capability, (ii) have Wi-Fi Calling service provisioned on their Wireless Account, (iii) have a compatible SIM card, and (iv) are connected to functioning third-party internet service. Not all services available on Bark's Service Provider's network are available while using Wi-Fi Calling. For example, emergency alerts may not be available with Wi-Fi Calling. You acknowledge that calling 9-1-1 via Wi-Fi Calling uses the internet and operates differently than traditional 9-1-1 (see Section 10 above and our complete 9-1-1 disclosure posted on our website at [www.bark.us/911-disclosure](http://www.bark.us/911-disclosure)). **Neither Bark nor its Service Provider(s) are responsible or liable for anything related to your use of or inability to use any Wi-Fi Calling made available to you, including, without limitation, any failure of emergency calls (whether 9-1-1 calls or otherwise).** Wi-Fi Calling may decrement Bark Wireless Service Plan minutes. Bark Phones may not transition between Wi-Fi and the Bark Wireless Services network. Bark Phones using wireless connections may be vulnerable to unauthorized attempts to access data and software stored on the device.
- 11.9. *Downloadable Content and Applications.* Content or applications (e.g., downloadable or networked applications, wallpapers, ringtones, games, and productivity tools) (collectively, "Content & Apps") that you or your User(s) can purchase with your Bark Phone are not sold by Bark, provided that the application(s) pre-loaded on your Bark Phone for provision of the Bark Supervision Services are not included in the definition of "Content & Apps". Bark is not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website you or your User(s) may be able to access through the Content & Apps. Unless otherwise stated, any support questions for these Content & Apps should be directed to the third-party seller. When you or your User(s) use, download or install Content & Apps sold by a third-party seller, you and your User(s) may be subject to license terms, terms of use, a privacy policy and/or other policies between you, your User(s) and that third party. Bark encourages you to read the terms and conditions, privacy policy and other policies of each other third party seller that you and/or your User(s) visit. Content & Apps you or your User(s) purchase from third parties are licensed for personal, lawful, non-commercial use on your Bark Phone only. Neither you or your User(s) may transfer, copy, or reverse engineer any Content & Apps, or alter, disable or circumvent any digital rights management security features embedded in the Content & Apps. Content & Apps may not be transferable from one

Bark Phone to another Bark Phone. Some Bark Phones or Content & Apps may continue to have contact with our network without your knowledge, which may result in additional charges, for example, while roaming. Software on your Bark Phone may automatically shut down or limit the use of Content & Apps or other features or services without warning. Bark is not responsible for any third-party content, advertisements, or websites you or your User(s) may be able to access using their Bark Phone(s). Any access by you or your User(s) to third-party websites shall be entirely at your and their own risk. Transactions that occur between you and/or your User(s) and such third party sites are strictly between you and/or your User(s) and the third party and are not the responsibility of Bark.

11.10. *Use of Information.* If you or your User(s) visit any third-party website or app store, or download or use any Content & Apps, the third-party may access, collect, use or disclose your or your User(s)' personal information or require our network Service Provider to disclose your or your User(s)' information, including location information (when applicable) to the Content & Apps provider or some other third party. If you and/or your User(s) access or use any Content & Apps through your Bark Wireless Service, you agree and authorize Bark and its network Service Provider to provide information related to such use. You understand that you and your User(s)' use of a third-party app is subject to the third party's terms and conditions and policies, including its privacy policy. Please refer to the Content & Apps creator/owner's privacy policy for information regarding their use of information collected when you and/or your User(s) download, install, or use any third-party Content & Apps. We are not responsible for any transmission failure, interruption, or delay related to Content & Apps, or any content or website you and/or your User(s) may be able to access through the Content & Apps.

11.11. *Roaming.* Your Bark Phone may connect to another provider's network ("Roaming") even when your User(s) are within the Bark Wireless Service coverage area. Your User(s) should check their Bark Phone to determine if they are Roaming. There may be extra charges (including long distance, tolls, data usage) and higher rates for Roaming usage, and quality and availability of service may vary significantly. Our Roaming charges and rates are subject to change at any time and any such changes are effective immediately after the posting of same to the Site. Please check the Site frequently so that you are aware of our Roaming charges and rates and any changes thereto. Bark does not guarantee the ability for your User(s) to roam nor the availability and/or quality of the Bark Wireless Service while roaming. Domestic roaming may be discontinued or changed at any time without notice. Due to restrictions imposed by Bark Service Providers, Bark reserves the right to terminate the Bark Wireless Services of any customer whose roaming usage exceeds 50% of their total usage in any three (3) plan cycles within a 12-month period. International roaming is not offered by Bark and is strictly prohibited.

11.12. *Suspension and Cancellation.* If your Wireless Account is deactivated due to nonpayment, your Wireless Account will be in a suspended status for 30 days. If your Wireless Account is not reactivated within the 30-day period, it will be cancelled. If your Wireless Account is cancelled, your remaining balance will be forfeited, and we may reassign the phone number associated with your Wireless Account. If you wish to port to a different carrier, you must have an active Wireless Account.

12. **International Long Distance and International Roaming.** The Bark Wireless Services do not include international long distance or roaming capabilities.

13. **Taxes, Fees and Surcharges.** You are responsible for, and shall pay, the taxes, fees and surcharges set forth in Sections 13.1 – 13.5 below ("Taxes, Fees and Surcharges") in connection with your Wireless Account(s). Such Taxes, Fees and Surcharges will be included in your Wireless Account

charges (a) at the time you order the Bark Wireless Service and (b) each time there are any further charges to your Wireless Account. Payment of Taxes, Fees and Surcharges is in addition to payment for the Bark Wireless Service and will be billed to your credit card.

- 13.1. *Recovery Fee.* The recovery fee is assessed to help recover Bark's costs to comply with various federal and state programs, taxes and fees including, but not limited to, (i) state and federal Telecommunications Relay Service Programs, (ii) Federal Universal Service Fund Program, (iii) international, federal, state, municipal, local and/or other governmental franchise, excise, public utility and other telecommunications taxes, fees and charges now in force or enacted in the future, and (iv) other costs we incur to comply with government regulations and programs, which are not taxes or fees that local, state or federal governments require Bark to collect (collectively, the "Recovery Fee"). Although added to the overall charge, the Recovery Fee is separate from the cost of Bark Wireless Service and the Recovery Fee shall not result in the purchase of any additional Bark Wireless Service time. We set the Recovery Fee, and the amount and what the Recovery Fee includes may change at any time without notice.
- 13.2. *Federal Universal Service Fund Fee.* The Federal Universal Service Fund Fee is designed to recover Bark's contribution to the Federal Universal Service Fund program. The Federal Universal Service Fund Fee is used to fund programs to increase access to advanced telecommunications services for consumers in rural areas at reasonable rates and provides federal program funding. The Federal Universal Service Fund Fee may change as determined by the Federal Communications Commission. The Universal Service Administrative Company ("USAC") establishes a quarterly contribution factor, and Bark charges its customers the then-applicable rate charged to Bark by USAC or its Service Provider who pays the Federal Universal Service Fund Fee to USAC.
- 13.3. *State Universal Service Fund Fees.* The State Universal Service Fund Fee is designed to recover Bark's contribution to various state universal service fund programs. The State Universal Service Fund Fee is assessed as a percentage of intrastate revenues, gross revenues, or as a flat rate per line as set forth by the various state, county or municipal jurisdiction. Certain state agencies establish a quarterly, semi-annual or annual contribution factor, and Bark may choose to charge its customers to recoup the state universal service fund fees charged to Bark or its Service Provider(s).
- 13.4. *Sales and Use Taxes.* Sales and use taxes are assessed to allow Bark to recover the cost of all federal, state, municipal, local or other governmental sales and use taxes now in force or enacted in the future, that arise as a result of your subscription to, use of, or payment for Bark Wireless Service. To determine sales and use taxes, we will use the street address you identified as your Place of Primary Use ("PPU"). The PPU for Puerto Rico must be in Puerto Rico. If you did not identify the correct PPU, or if you provided an address (such as a PO box) that is not a recognized street address, does not identify the applicable taxing jurisdictions or does not reflect the Bark Wireless Service area associated with your telephone number, you may be assigned a default location for tax purposes. In the event of a disputed tax jurisdiction location being assigned, any tax refund must be requested within sixty (60) days of our notification to you that the tax has been assessed.
- 13.5. *9-1-1 Fees.* Each state, city, municipality, or county has specific charges that are levied for access to 9-1-1. Determination of the applicable 9-1-1 charges depends on where you purchase Bark Wireless Service and/or may be based upon your PPU. Bark may bill its

customers for 9-1-1 charges. Any such 9-1-1 charges are a monthly recurring charge assessed on a per line basis and will appear on your monthly invoice.

#### 14. Your Right to Dispute Charges.

14.1. Unless otherwise provided by law, you agree to notify us of any dispute regarding your bill or charges to your Wireless Account within thirty (30) days (twenty (20) days for Puerto Rico customers) after the date you first receive the disputed bill or charge. If you do not notify us of your dispute in writing with supporting documentation within this time period, your claim is waived and you may not pursue a claim in arbitration or in court. Except for Puerto Rico customers and unless otherwise provided by law, you must pay disputed charges until the dispute is resolved. If you accept a credit, refund or other compensation or benefit to resolve a disputed bill or charge, you agree that the issue is fully and finally resolved. For unresolved disputes see Section 5 above. To contact or notify us, see Section 15. This paragraph is notice to **Puerto Rico** customers that payment of undisputed charges is due when stated on your bill, regardless of any dispute.

14.2. *Puerto Rico Customers.* We will provide you with a determination regarding any dispute that is presented to us in accordance with this Section 14 within fifteen (15) days after we receive it. You may appeal our determination to the Telecommunications Board of the Commonwealth of Puerto Rico ("Telecommunications Board") by filing a petition for review up to thirty (30) days after the date of our determination. Your petition for review shall be made through the filing of a document containing the following information: (i) your name and address; (ii) our company name; (iii) the pertinent facts; (iv) any applicable legal provisions that you are aware of; and (v) the remedy you are requesting. The document may be filed handwritten or typewritten and must be signed by you. You must send us a copy of your document to the following address: Bark Technologies, Inc., Attn: Bark Phone Customer Service, P.O. Box 18603, Atlanta, Georgia 31126. You must send your petition for review to the Telecommunications Board at the following address: 500 Ave. Roberto H. Todd (Pda. 18 – Santurce), San Juan, Puerto Rico 00907-3941. The Telecommunications Board will review our determination only on appeal. You are advised of the provisions regarding suspension of Service that appear in Law 33 of July 7, 1985, Law 213 of September 12, 1996 and Regulation 5940 promulgated by the Telecommunications Board. You are also advised of Regulation 5939 of March 12, 1999 promulgated by the Telecommunications Board regarding the procedures for resolution of customer disputes.

#### 15. Notices and Customer Communications.

15.1. *Receipt of Communications.* You expressly consent to receive all communications, agreements, documents, notices and disclosures ("Notices") from us, at the phone number, physical address or electronic address you provide to us when registering your Wireless Account. Notices from us to you are considered delivered when we deliver them by email to any email address you provide to us, or three (3) days after mailing to your billing address.

15.2. *Autodialed or Prerecorded Messages.* We may at times contact you using autodialed or prerecorded message calls or text messages at the telephone number you provide to us when registering your Wireless Account. We may place such calls or texts to (i) provide notices regarding your Wireless Account or account activity, (ii) investigate or prevent fraud, (iii) inform you about products or services that may be of interest to you, or (iv) collect a debt owed

to us. You agree that we and our Service Providers may contact you using autodialed or prerecorded message calls and text messages to carry out the purposes we have identified above.

- 15.3. *Revocation of Consent.* You do not have to consent to receive autodialed or prerecorded message calls or texts in order to use Bark Wireless Service. Where Bark is required to obtain your consent for such communications, you may choose to revoke your consent by any reasonable means, including by (i) contacting our customer service department at [help@bark.us](mailto:help@bark.us), (ii) writing to: Bark Technologies, Inc., Attn: Bark Phone Customer Service, P.O. Box 18603, Atlanta, Georgia 31126, or (iii) managing your Wireless Account preferences on the Bark Site. Written notices from you to us are considered delivered when you send an email or three (3) days after mailing to the address above.

To begin arbitration or other legal proceeding, you must serve our registered agent. Information concerning our registered agent can be obtained by e-mailing [help@bark.us](mailto:help@bark.us).

16. **Lost or Stolen Bark Phones.** You agree to immediately notify us if your User(s)' Bark Phone is lost or stolen. Once you notify us, we will suspend your Bark Wireless Service for the Bark Phone reported lost or stolen. After your Bark Wireless Service is suspended, you will not be responsible for additional usage charges incurred in excess of your Bark Wireless Service plan charges, and applicable Taxes and Surcharges. If you request that we not suspend your Bark Wireless Service, you will remain responsible for all usage and charges incurred and applicable Taxes and Surcharges. We may prevent a lost or stolen Bark Phone from registering on any network. **California customers:** For charges incurred before you notify us, you are not liable for charges you did not authorize, but the fact that your Bark Phone or Wireless Account was used is some evidence of authorization. You may request that we investigate charges you believe were unauthorized. We may ask you to provide information and you may submit information to support your request. If we determine the charges were unauthorized, we will credit your Wireless Account. If we determine the charges were authorized, we will inform you within thirty (30) days and you will remain responsible for the charges.
17. **Misuse of Service or Bark Phone.** By activating or renewing Bark Wireless Service, you agree that you do so because you want Bark Wireless Service from Bark and not for any other purposes, and you agree that you and your User(s) will use Bark Wireless Service and your Bark Phone(s) only for lawful purposes. Bark Wireless Service plans may only be used for the following purposes (and your use of Bark Wireless Service must be initiated from your supported, compatible Bark Phone): (i) voice calls between two individuals; (b) text and picture messaging; and (iii) Internet browsing and ordinary content downloads. You agree not to misuse the Bark Wireless Service or Bark Phone, including but not limited to: (a) reselling or rebilling the Bark Wireless Service; (b) using the Bark Wireless Service or Bark Phone to engage in unlawful activity, or in conduct that adversely affects or could be detrimental to our customers, employees, business, Service Providers or any other person(s), or that interferes or could interfere with our, or our Service Providers', operations, network, reputation, or ability to provide quality service, including but not limited to the generation or dissemination of viruses, malware or "denial of service" attacks; (c) using the Bark Wireless Service as a substitute or backup for private lines or dedicated data connections; (d) using the Bark Wireless Service for continuous, mobile to mobile or mobile to landline voice calls; (e) using the Bark Wireless Service for automated text or picture messaging to another mobile device or email address; (f) uploading, downloading or streaming of continuous video or audio; (g) tampering with or modifying your Bark Phone(s); (h) "spamming" or engaging in other abusive or unsolicited communications, or any other mass, automated voice or data communication for commercial or marketing purposes; (i) reselling Bark Phone(s) for profit, or tampering with, reprogramming or altering Bark Phone(s) for the purpose of reselling your Bark Phone(s); (j) using the Bark Wireless

Service in connection with server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, voice or SMS relay, or peer-to-peer (P2P) file-sharing; (k) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, Bark's, its Service Providers' or another entity's network or systems; (l) running software or other devices that maintain continuously active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions (e.g., using the Bark Wireless Service plan for Web broadcasting, operating servers, telemetry devices and/or supervisory control and data acquisition devices); (m) using the Bark Wireless Service to relay voice calls or text and picture messages not originated from the Bark Phone; or (n) assisting or facilitating anyone else in any of the above activities. You agree that you will not install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater or signal booster) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal. Voice services may not be used for monitoring services, data transmission, transmission of broadcasts, transmission of recorded material, relay services, interconnection to other networks, telemarketing activity, autodialed calls or robocalls.

**18. Our Rights to Limit or End Bark Wireless Service or the Agreement.**

18.1. WE MAY LIMIT, THROTTLE, SUSPEND OR TERMINATE YOUR BARK WIRELESS SERVICE OR AGREEMENT WITHOUT NOTICE AT ANY TIME AND FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, if you, any User of your Bark Phone(s), or any User on your Wireless Account: (a) breaches the Agreement; (b) transfer(s) your Bark Wireless Service to another person without our consent; (c) becomes insolvent, goes bankrupt or threatens bankruptcy (except as prohibited by law); (d) misuses your Bark Wireless Service or Bark Phone as described in Section 17 above; (e) uses your Bark Wireless Service or Bark Phone in a manner that is excessive, unusually burdensome, or unprofitable to us; (f) are on a Bark Wireless Service plan that we determine is no longer available to you; or (g) if there is a change in Bark Wireless Service availability in your area. We may impose credit, usage or other limits to your Bark Wireless Service, suspend your Bark Wireless Service, or block certain types of calls, messages or sessions (such as international, 10XXX, 0+/0-, chat services, 900 or 976 calls), in our sole discretion and without notice. "Unlimited data" single-month and multi-month plan subscribers will experience reduced speeds and increased latency after using >35GB of data within a given monthly period and the data connection may be suspended for subscribers using >50GB of data within a given monthly period, to be restored in the next monthly period unless Bark determines that such usage was unauthorized under these T&Cs and cancels such subscriber's Bark Wireless Services accordingly.

18.1.1. Bark reserves the right to cancel or deactivate Bark Wireless Service or reduce data throughput speeds at any time in order to protect its Service Providers' network from harm or to protect itself from financial or other harm due to any cause including, without limitation, the excessive and/or unauthorized use of Bark Wireless Service. Bark reserves the right to limit throughput or the amount of data transferred and to deny or terminate Bark Wireless Service to anyone Bark believes is using their Bark Wireless Service in an unauthorized or illegal manner or whose usage, in Bark's sole discretion, adversely impacts its Service Providers' network or customer service levels. Bark will presume you or your User(s) are engaging in an unauthorized use in violation of these T&Cs, if in Bark's sole discretion, you or your User(s) are placing an abnormally high number of calls, or repeatedly placing calls of unusually long duration, or if your User(s) talk, text, or data usage is harmful or disruptive to Bark's Service Providers' network or service levels or to Bark's financial or other interests. If we determine, in our sole discretion, that you or your User(s) are using your Bark Wireless Service in violation of these T&Cs or in any other

manner that we deem to be unreasonable or excessive, we may at any time terminate individual calls or data connections, terminate or reduce data throughput or terminate your Bark Wireless Service, decline to renew your Bark Wireless Service, or offer you a different Bark Wireless Service plan, which may result in an increased cost to you.

18.1.2. Bark may at any time discontinue providing Bark Wireless Service to you or your User(s), discontinue your Wireless Account, terminate data connections and/or reduce data throughput speeds if your User(s)' usage, in the sole judgment of Bark: (i) appears likely to generate abnormally high call volumes or data usage and/or abnormally long average call lengths or data usage as compared to the usage of other Bark Wireless Service customers; or (ii) may be harmful or disruptive to, or interfere with, Bark's Service Providers' network, Bark's services or the ability to provide quality service to Bark's other customers. By initiating Bark Wireless Service and placing or receiving calls through your Wireless Account, you acknowledge and agree to Bark's right to terminate your Bark Wireless Service under these circumstances.

18.1.3. If you provide any information that is not current, untrue, inaccurate or incomplete, or fail to update any information on a timely basis, or if Bark has reason to believe that information you provided is not current, untrue, inaccurate, or incomplete, Bark may suspend or terminate your Wireless Account. Bark also retains the right, in its sole discretion, to suspend, deactivate, or terminate your Wireless Account as reasonably necessary to investigate or stop illegal, fraudulent, or suspicious activities. If we limit, suspend or terminate your Bark Wireless Service and later reinstate your Bark Wireless Service, you may be charged a reinstatement fee.

18.1.4. This paragraph constitutes notice to **Puerto Rico** customers that your Bark Wireless Service may be suspended or cancelled if you or any of your User(s) engage in any of the foregoing actions in Sections 17 and 18 in accordance with the Puerto Rico Suspension Regulation 5940 of March 12, 1999, promulgated by the Telecommunications Board where applicable, or in Bark's sole discretion. If your Bark Wireless Service or Wireless Account is limited, suspended or terminated and then reinstated, you may be charged a reactivation fee.

18.2. *Final Sale.* All sales are final.

18.3. *No Future Service.* In the event Bark terminates your Bark Wireless Service for any reason specified in Section 18.1 or otherwise, we reserve the right to prohibit you from using any Bark Wireless Service plan in the future by blocking your device from our network, prohibiting you from using a new Bark Wireless Service account that you purchase, or through other means. If you agreed to multi-year contract, an Early Termination Fee may apply to any such termination as set forth in Section 6.2 of these Ts&Cs.

## 19. **Warranty and Support.**

19.1. *Limited Warranty on the Bark Phones.* This limited warranty covers the operation of Bark Phones purchased through your Wireless Account or provided by Bark at no charge in exchange for a multi-year contract commitment, which shall be considered "Bark Phones purchased from Bark" for purposes of this Section 19. All Bark Phones purchased from Bark (which, for the avoidance of doubt, excludes all phones purchased from third parties), carry a warranty of operability for a period of twelve (12) months from the date of purchase from Bark.



If a Bark Phone 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 Phone when used in accordance with Bark's applicable specifications during the warranty period, YOUR 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 Phone was purchased directly from Bark, you may send the malfunctioning Bark Phone, 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. utilizing a prepaid shipping label we provide. When requesting an RMA number, proof of purchase must be provided. The RMA number must be included on the outside carton label of the returned Bark Phone. Bark will inspect the Bark Phone 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 Phone to you with a certification that it is functional; (ii) repair any manufacturing defect or malfunction caused by the normal use or wear of the Bark Phone when used in accordance with Bark's applicable specifications, and then return the Bark Phone to you with a certification that a repair has been made, and that the Bark Phone should now function according to Bark's applicable specifications; (iii) issue a refund to you (for Bark Phones purchased directly from Bark); (iv) send a replacement Bark Phone to you; or (v) notify you that the Bark Phone is not subject or entitled to the limited warranty. IF THE BARK PHONE IS SUBJECT AND ENTITLED TO THE LIMITED WARRANTY, YOU SHALL BE ENTITLED UNDER THIS SECTION TO A REFUND OF YOUR PURCHASE PRICE, REPAIR OF YOUR BARK PHONE, OR A REPLACEMENT BARK PHONE, AT BARK'S ELECTION. YOU ACKNOWLEDGE AND AGREE THAT THIS LIMITED WARRANTY DOES NOT COVER ANY WEAR OR DAMAGE RESULTING FROM THE INCORRECT USE OF A BARK PHONE, 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.

19.2. *Disclaimer of Warranties.* THE BARK PHONES AND THE BARK WIRELESS SERVICES ARE ALL OFFERED "AS IS" AND "WITH ALL FAULTS." TO THE EXTENT PERMITTED BY LAW, AND APART FROM THE LIMITED WARRANTY IN SECTION 19.1 OF THESE T&Cs, BARK GRANTS AND YOU AND YOUR USER(S) RECEIVE NO WARRANTIES OF ANY KIND, WHETHER ESTABLISHED BY STATUTE, COMMUNICATION OR CONDUCT WITH YOU OR YOUR USER(S), OR OTHERWISE. BARK DISCLAIMS ALL AND GRANTS NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT CONCERNING THE BARK PHONE OR BARK WIRELESS SERVICES, OR ANY UPGRADES TO OR DOCUMENTATION FOR ANY OF THE PRODUCT(S). WITHOUT LIMITATION OF THE ABOVE, BARK GRANTS NO WARRANTY THAT THE BARK PHONE OR BARK WIRELESS 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 T&Cs. FURTHERMORE, BARK AND ITS SERVICE PROVIDERS MAKE NO WARRANTY THAT (I) THE BARK PHONE OR THE

BARK WIRELESS SERVICES WILL MEET YOUR REQUIREMENTS; (II) YOUR OR YOUR USER(S)' USE OF THE BARK PHONE OR BARK WIRELESS SERVICES WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS OR ERROR-FREE; (III) THE QUALITY OF BARK PHONE, BARK WIRELESS SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU OR YOUR USER(S) THROUGH USE OF THE BARK PHONE OR BARK WIRELESS SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (IV) ANY ERRORS IN THE BARK PHONE OR BARK WIRELESS SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU OR YOUR USERS FROM BARK OR FROM USE OF THE BARK PHONE OR BARK WIRELESS SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU AND YOUR USER(S) ACKNOWLEDGE THAT BARK AND ITS SERVICE PROVIDERS HAVE NO OBLIGATION TO CORRECT ANY ERRORS OR OTHERWISE.

20. **Intellectual Property.** You agree not to infringe, misappropriate, dilute or otherwise violate the intellectual property rights of Bark or any third party. Except for a limited license to use the Bark Phone and the Bark Wireless Services, your purchase of the Bark Phone and Bark Wireless Services does not grant you any license or right to copy, modify, reverse engineer, download, redistribute, or resell the intellectual property of Bark, its Service Providers or others related to the Bark Phone and Bark Wireless Services. Bark's name and trademarks and all related names, logos, product and service names, designs and slogans are trademarks of Bark or its affiliates (the "Marks"). You agree that neither you nor your User(s) will use the Marks in any manner without the prior written permission of Bark or its appropriate affiliates. You agree that a violation or threatened violation of this section harms Bark, which cannot be fully redressed by money damages, and that Bark shall be entitled to immediate injunctive relief in addition to all other remedies available.

21. **Privacy Information.**

21.1. *Privacy Policy.* Our Privacy Policy governs how we collect and use information related to your use of our Bark Wireless Services and is available online <https://www.bark.us/privacy>. We may change our Privacy Policy without notice; however, if we change our policy to allow use or disclosure of personal information in a way that, in our sole determination, is materially different from that stated in the policy at the time the data was collected, we will post notice in advance of the change. Data on your Bark Phone may automatically be stored on your SIM card, Bark Phone or our network. Your data may remain on the Bark Phone even if your SIM card is removed; the data left on your Bark Phone will be accessible to others who use your Bark Phone, and may be deleted, altered, or transferred to our or our Service Provider's network servers.

21.2. *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, collection and/or review of any information related to your User(s) by terminating the applicable User's subscription to the Bark Wireless Services by navigating to the "Wireless Account" page on our Site. The Site and Bark Wireless Services do not offer any in-application purchases to children under the age of 13.

22. **Waivers and Limitations of Liability.** UNLESS PROHIBITED BY LAW, OUR AND OUR SERVICE PROVIDERS' LIABILITY FOR DAMAGES OR OTHER MONETARY RELIEF FOR ANY CLAIMS YOU OR YOUR USERS(S) MAY HAVE AGAINST US OR OUR SERVICE PROVIDERS ARISING OUT OF YOUR OR YOUR USER(S)' USE OF THE BARK PHONE OR BARK WIRELESS SERVICES IS STRICTLY LIMITED TO NO MORE THAN THE AMOUNTS ACTUALLY PAID BY YOU TO US FOR THE BARK PHONE AND BARK WIRELESS SERVICE FROM WHICH THE DAMAGES OR OTHER LIABILITY AROSE IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. YOU EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES ARE WE OR OUR SERVICE PROVIDERS LIABLE TO YOU OR YOUR USER(S) FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, EXEMPLARY OR PUNITIVE DAMAGES OR LOSS OF GOODWILL, PROFITS, BUSINESS INTERRUPTION, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF YOUR OR YOUR USER(S) USE OF THE BARK PHONE OR BARK WIRELESS SERVICE (INCLUDING THE PROVISION OF OR FAILURE TO PROVIDE SAME), OR OTHERWISE IN CONNECTION WITH THE AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU OR YOUR USER(S) MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. YOU AGREE WE ARE NOT LIABLE FOR PROBLEMS CAUSED BY YOU, YOUR USER(S) OR A THIRD PARTY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THE CLAIM ARISES OR BE FOREVER BARRED.

23. **Indemnification.** You and your User(s) agree to defend, indemnify, and hold us (including without limitation our parent, subsidiaries, Service Providers and affiliates, and their respective shareholders, members, officers, directors, managers, employees, and agents) harmless from and against any and all losses, claims, liabilities, costs and expenses (including taxes, fees, fines, penalties, interest, expenses of investigation and attorneys' fees and disbursements) as incurred, arising out of or relating to your or your User(s)' use of the Bark Phone or Bark Wireless Service, breach of the Agreement or any other agreement with Bark, your or your User(s)' negligence or willful misconduct, or violation of any laws or regulations or the rights of any third party by you, your User(s) or any person on your Wireless Account or that you or your User(s) allow to use your Bark Phone(s) or Bark Wireless Service. Bark reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you or your User(s), in which event you and your User(s) will cooperate with us in asserting any available defenses.

24. **Enforceability and Assignment.** A waiver of any part of the Agreement in one instance is not a waiver of any other part or any other instance and must be expressly provided in writing. If we do not enforce our rights under any provisions of the Agreement, we may still require strict compliance in the future. Except as provided in Section 5, if any part of the Agreement is held invalid that part may be severed from the Agreement. You or your User(s) cannot assign the Agreement or any of your or your User(s)' rights or duties under it without our written consent. We may assign all or part of the Agreement or your debts to us without notice. The Agreement is the entire agreement between Bark

and you and your User(s) and defines all of the rights you have with respect to your Bark Phone(s) and Bark Wireless Service, except as provided by law, and you and your User(s) cannot rely on any other documents or statements by any sales or service representatives or other agents. If you purchase a Bark Phone, services or content from a third party, you may have a separate agreement with the third party; Bark is not a party to that agreement. Any determination made by us pursuant to this Agreement shall be in our sole discretion. Any provision of the Agreement which by its nature would survive the termination or expiration of the Agreement, 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 T&Cs, shall continue after termination of the Agreement.

25. **Choice of Law.** This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state in which your billing address in our records is located, without regard to the conflicts of laws rules of that state. Foreign laws (except for Puerto Rico) do not apply. Arbitration or court proceedings must be in: (a) the county and state in which your billing address in our records is located, but not outside the U.S.; or (b) in Puerto Rico if your billing address is in Puerto Rico. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.
26. **CPNI.** Customer Proprietary Network Information (“CPNI”) is information that Bark, its Service Providers and other telecommunications carriers obtain when providing your telecommunications services to you and your User(s). CPNI includes the types of telecommunications services you currently purchase, how you use them, and the billing information related to those services, including items such as the types of local, long distance and wireless telecommunications services that you have purchased and your calling details. Your User(s)’ telephone number, name and address are not considered CPNI. Bark uses technology and security features and strict policy guidelines to safeguard the privacy of CPNI and protect it from unauthorized access or improper use. Bark does not disclose CPNI outside of Bark, its Service Providers and its and their respective affiliates and their respective agents without customer consent except as required by law. When Bark uses third parties, including Service Providers, to perform services on its behalf that require the use of CPNI, Bark requires that they protect the CPNI consistent with this privacy policy. Bark does not sell CPNI to third-parties.
27. **Legacy Subscribers.** Effective as of September 6, 2023, Bark is no longer offering the option of a Subscription Phone. However, Legacy Customers will continue to receive Bark Wireless Services through their Subscription Phone through the Subscription Phone Transfer Date (December 31, 2023), after which ownership of their Subscription Phone(s) will be automatically transferred to them. Until the Subscription Phone Transfer Date, the terms regarding Subscription Phones set forth in this Section 27 will govern the use of Subscription Phone(s) by Legacy Subscribers. After that date, the provisions of this Section 27 will no longer apply to any Bark customer and phones previously used by Legacy Subscribers as Subscription Phone(s) will become “Bark Phones” owned by such Legacy Subscribers as if they were purchased directly from Bark. The provisions of this Section 27 do not apply to any customer establishing their Wireless Account on or after September 6, 2023.
  - 27.1. For purposes of this Section 27 the following terms have the following meanings:
    - 27.1.1. “Replacement Cost” means an amount equal to Bark’s reasonable estimates of the replacement costs and incidental costs that Bark incurs for repair or replacement of a Damaged Subscription Phone or an Unreturned Subscription Phone; provided, however, that such amount will not exceed the maximum amount permitted by law or the replacement

cost of the Subscription Phone. Bark will publish the current Replacement Cost for phones on its website here <https://www.bark.us/learn/phone-repairs-and-upgrades/>.

27.1.2. “Subscription Phone” means one or more Bark Phones provided by Bark to you and your User(s) on a subscription or rental basis for your use of the Bark Wireless Services under these T&Cs. The term “Subscription Phone” does not include any Bark Phone(s) purchased directly from Bark for a one-time purchase price.

27.1.3. “Unreturned Subscription Phone” as defined in Section 27.2.3 of these T&Cs.

27.1.4. “Unreturned Subscription Phone Charge” as defined in Section 27.2.3 of these T&Cs.

27.2. *Subscription Phones.* You acknowledge and agree as follows with respect to any Subscription Phones provided to you by Bark under these T&Cs:

27.2.1. *Changes and Upgrades to Subscription Phone(s).* Bark may upgrade, replace, remove, add or otherwise change the Subscription Phone(s) provide as part of your Bark Wireless Services at our discretion at any time during which your Bark Wireless Services are active or following the termination of your Bark Wireless 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 Phone or the Bark Wireless Services. You acknowledge and agree that our addition or removal of or change to the Subscription Phone(s) may interrupt your Bark Wireless Services. Bark may, at its option, provide new or reconditioned Subscription Phones, including replacing your existing Subscription Phone(s). 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 Phone(s) in order to provide you with better Bark Wireless 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 replace Subscription Phone(s) and you do not do so, your Bark Wireless Services may be disconnected and/or terminated and applicable fees will apply if your Subscription Phone is not returned as described in Section 27.2.2.

27.2.2. *Return of Subscription Equipment.* You agree that in the event your Bark Wireless Services are terminated, you will return all Subscription Phone(s) to Bark within ten (10) days of termination, unless otherwise instructed in writing by a Bark representative. If you have multiple users on your Wireless Account and you terminate one of your Users, you must promptly return the Subscription Phone used by such User. Such Subscription Phone must be returned within ten (10) days of notifying Bark of your decision to terminate such User from your Wireless Account, unless otherwise instructed in writing by a Bark representative. The returned Subscription Phone(s) must be in good condition and without any encumbrances, except for ordinary wear and tear resulting from proper use. Scratches, dents, cracks, water damage and/or similar damage will not be considered “ordinary wear and tear”. Upon your notification to Bark that you intend to terminate your Wireless Account or one or more Users on your Wireless Account in a manner requiring return of Subscription Phone(s), Bark will issue you a return shipping label to use for the return of your Subscription Phone. Bark will inspect the Subscription Phone(s) for damage upon

receipt. This provision shall survive the termination or expiration of this Agreement. If the returned Subscription Phone is damaged (a “Damaged Subscription Phone”), we will charge the Replacement Cost of the Subscription Phone to your Wireless Account (the foregoing, as applicable, the “Damage Fee”). You further authorize Bark to charge any applicable Damage Fee to the Payment Mechanism on file with Bark.

27.2.3. If you do not promptly return your Subscription Phone(s) in accordance with this Section 27.2 (an “Unreturned Subscription Phone(s)”), the damages Bark will incur will be difficult to ascertain. Therefore, Bark may charge your Wireless Account for your Unreturned Subscription Phones, a one-time Unreturned Subscription Phone Charge as liquidated damages in an amount equal to the Replacement Cost for your Subscription Phone. You authorize Bark to charge any applicable Unreturned Subscription Phone Charge to the Payment Mechanism on file with Bark.

27.2.4. If you continue your Bark Wireless Service Plan following return of a Damaged Subscription Phone, or for a lost or stolen Subscription Phone, Bark will send you a refurbished Subscription Phone (each a “Replacement Phone”) for a fee equal to the applicable Damage Fee described in Section 27.2.2 above. Your Replacement Phone will become your “Subscription Phone” as such term is used in these T&Cs, and all terms applicable to Subscription Phone(s) in these T&Cs, including the obligation to return your Subscription Phone, will apply to your Replacement Phone.

27.2.5. You agree that, subject to the provisions of this first paragraph of this Section 27, Subscription Phone(s) will remain the property of Bark and neither you nor your User(s) will acquire any ownership or other interest in any Subscription Phone(s) or any software incorporated therein by virtue of any payment made pursuant to these T&Cs. You agree to use Subscription Phone(s) only for receiving and/or using the Bark Wireless Services pursuant to these T&Cs.

27.2.6. You agree not to misuse the Bark Phone, including but not limited to (a) sell, lease, abandon, or give away any Subscription Phone(s); or (b) modify any Subscription Phone(s) in any way.

27.2.7. *Subscription Phone Warranty.* Subscription Phones carry a warranty of operability for a period equal to the term of your subscription for such Subscription Phone(s).