

DIGS Hotel Spa and Daycare

Subscription Packages Agreement

DIGS Hotel Spa and Daycare's Subscription Packages ("**Subscription Packages**") is a program offering pre-paid packages that include specific pet services for grooming, daycare, pet walking, and/or training ("**Services**") for a monthly fee.

By enrolling and participating in the Subscription Packages to use the Services, you agree to be bound by these terms and conditions ("**Terms**") of this Subscription Packages Agreement ("**Agreement**"), and DIGS Hotel Spa and Daycare's ("**DIGS Hotel**") Services Agreement, and the Terms of Use and Privacy Policy on its website at www.digshotel.com.

Automatic Recurring Payment:

UNLESS YOU CANCEL IN ACCORDANCE WITH THE CANCELLATION POLICY (AS DESCRIBED BELOW), BY DEFAULT (AND WITH PRIOR NOTICE TO THE EXTENT REQUIRED BY APPLICABLE LAW), YOUR SUBSCRIPTION TO THE SUBSCRIPTION PACKAGES WILL AUTOMATICALLY RENEW, AND THE APPLICABLE MONTHLY FEE WILL BE AUTOMATICALLY CHARGED TO YOU AT THE TIME OF RENEWAL WITH AN ACTIVE CREDIT OR DEBIT CARD ON FILE IN YOUR ACCOUNT.

You acknowledge and accept all responsibility for all recurring charges from the automatic renewal of the Subscription Packages until the subscription is canceled. The billing date for the monthly fee will depend on the type of subscription that you choose when you sign-up for the Subscription Packages and will be charged on the billing date indicated on your account. In certain circumstances, your billing date may change (e.g., if DIGS Hotel is unable to successfully charge your card for the monthly fee or if the billing date is on a Federal holiday).

If you do not want to have your card automatically updated, you can opt-out of these services by contacting your issuing bank. If you would like to use a different payment method or if there is a change in payment method, please update your billing information on your account with DIGS Hotel. All billing information you provide to DIGS Hotel must be truthful and accurate and you represent that you are authorized to use the card in the manner contemplated here. If the card you provided to us for payment is declined or if a payment was not successfully made by you, you remain responsible for any uncollected amounts. If payment is not successfully made and you do not cancel your subscription, we may suspend your access to the Services until the owed amount is paid in full.

Cancellation Policy:

If you do not want your subscription to automatically renew, you can cancel your Subscription Packages at any time on your account page with DIGS Hotel or by sending a cancellation request to contact@digshotel.com. You may cancel your subscription within the first seven (7) calendar days of the billing cycle for the respective paid subscription term and receive a refund of such month's fee you paid, provided you have not used any of the Services from your Subscription Packages for such month. If you cancel at any other time or partially used the Services from your Subscription Packages, you may receive a partial refund after the standard non-discounted fees for each individual Service used for such month have been deducted from the paid monthly fee.

Upon cancellation of the Subscription Packages, DIGS Hotel will provide you with a confirmation of such cancellation.

Data Privacy: Please review DIGS Hotel's Terms of Use and Privacy Policy prior to enrolling and participating in the Subscription Packages to use the Services. DIGS Hotel collects certain personally identifiable information that you provide.

1. **Sharing of Information:** DIGS will not share information with vendors, service providers, and consultants.
1. **Data Retention:** DIGS Hotel acknowledges that it may have access to certain data of yours for the purposes set forth in its Terms of Use. If any data is made available or accessible to DIGS Hotel, its owner(s), employees, officers, directors, members, managers, agents, or contractors, DIGS Hotel will not store, copy, analyze, monitor, or otherwise use such data except for the purposes set forth in this Agreement and the Terms of Use and Privacy Policy. DIGS Hotel will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that DIGS Hotel receives or has access to in connection with the performance of any Services performed under this Agreement. DIGS Hotel will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform or as authorized by the data subject or in accordance with applicable law.
1. **Data Security:** DIGS Hotel maintains administrative, technical, and physical safeguards to protect your personal information. DIGS Hotel agrees to abide by and maintain adequate data security measures, consistent with industry standards and best practices, to protect customer data from unauthorized disclosure or acquisition by an unauthorized individual. You are also responsible for taking reasonable steps to protect your personal information, such as using strong passwords and using different passwords across your important online accounts.
1. **Children's Personal Information:** DIGS Hotel does not knowingly collect personal information online from children under the age of sixteen (16).

Owners: Additionally, by enrolling and participating in the Subscription Packages to use the Services, you represent that you are the legal owner of the pet(s) that you wish to have participated in the Subscription Packages for the Services, and you assume all risks, dangers, and responsibility for injuries to such pet(s). You understand and agree that you are solely responsible for any harm while your pet(s) is/are obtaining the Subscription Package Services at DIGS Hotel.

Indemnification: You agree to release and indemnify, defend and hold harmless (collectively, "indemnify") DIGS Hotel and its affiliates and their respective owner(s), employees, officers, directors, members, managers, agents, contractors, and assigns (collectively, the "**Released Parties**") from any and all actions, suits, claims, losses, and demands of any kind, except to the extent the losses are directly attributable to the Released Parties' own willful misconduct or gross negligence.

Upon enrolling and participating in the Subscription Packages, you acknowledge you have acknowledged and accepted the Terms of this Agreement as well as the terms and conditions specified in DIGS Hotel's Services Agreement.

DIGS Hotel may update these Terms, or other terms or conditions applicable to the Subscription Packages, from time to time. If you do not understand or accept any part of this Agreement, you should not purchase and participate in the Subscription Packages.

Your Subscription Packages cannot be transferred or assigned. DIGS Hotel reserves the right to accept, refuse, or cancel your Subscription Packages at any time in its sole discretion.