

## Terms and Conditions

### 1. Standard pet travel procedures:

- IATA requires all animals to travel in an airline-approved crate and be able to sit or lie down without folding in front feet, turn around, and have 3 inches of head space when standing with the bedding inside the crate. Airline may replace or modify crates that do not meet these standards.
- Check-in time for most airlines is 4-5 hours before the actual departure time to allow for proper security screening and pet readiness-to-fly checks. Post-screening, pets are kept inside the crate in a temperature-controlled environment by the respective airlines.
- Pet medications that need to travel with the pet must have a Vet written note and must be disclosed to RTS Innovations LLC d/b/a Smart Pet Air Travel, herein after referred to as "Shipping Agency", and airline agents.

### 2. Pricing and payments:

- The shipping agency price estimate is provided based on airline & other provider fees in effect at the time it was given, which are subject to change at any time. In the event airline rates increase from the original estimates, the shipping agency will promptly notify the customer of price adjustments. Estimates rely on pet and crate size details provided by the customer. Final invoiced charges will be based on actual sizes used as air cargo fees may vary.
- Estimates clearly state included and excluded essential third-party relocation services to be directly paid by customers.
- A standard \$350 non-refundable deposit is collected upon estimate approval to secure scheduling and initiate document review and flight bookings. Additional advance payments may be required for custom crates, import permits etc.
- Final payment is invoiced up to 7 days pre-departure, accounting for payments already collected. Full payment is required 48 hours prior to shipment. Orders received within 7 days of departure require full payment at the time of booking.
- Separate additional costs may be incurred for uncontrollable in-transit flight delays or issues.

### 3. Liability and responsibility:

- The shipping agency and their handlers guarantee to handle customer pets in the most professional and safe manner following IATA Live Animal Regulations and USDA guidelines. The shipping agency takes a great number of details into consideration when planning a customer's pet move. However, unforeseen circumstances may arise that are beyond the agency's control. The shipping agency cannot guarantee against illness, injury, or escape at any time, due diligence having been taken.
- The shipping agency stands by the airlines and kennel facilities it chooses based on prior reputation and performance, but once pets are transferred to airline or the kennel, has no further control and assumes no responsibility for their actions.
- The customer clearly understands the challenges and the risk factors involved in international relocation of pet(s) by air and in appointing the shipping agency to provide relocation assistance. The customer solemnly indemnifies the shipping agency against any claim(s), damage, loss, etc., that may arise during pet(s) relocation.
- The customer has the responsibility to inform the shipping agency of any prior health conditions of the pets or any incidents of aggressive behavior for the safety of the pet(s) and the human handler. The shipping agency reserves the right to stop the transportation of the pet and/or seek veterinary help at any point, if it deems conditions are unsafe for the pet (s) or the handler.
- The shipping agency will not be held liable for any loss, damage, or expense arising from death due to natural causes, or death or injury of any animal caused by conduct or acts of the live animal itself or other animals.
- The carrier/ airline will not be liable for death, injury, or loss to an animal caused or contributed to by the condition, conduct, or act of animals. The shipping agency and their handlers will not be liable for death, injury, or loss caused or contributed to by the conditions, or nature of the animal itself.
- In the event of any dispute, the liability of the shipping agency will not exceed the total contract price.

### 4. Arbitration Clause:

- Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

### 5. Media & Communication:

- The customer hereby grants permission to the shipping agency to take photographs and videos of customer's pet(s) during the relocation process to keep customer informed and ensure the safe keeping of the pet. The customer grants the shipping agency the rights to the images and videos clicked during the relocation to use it in the agency publications online and offline, such as newsletters, social media and brochures and banners.

### 6. Disclosure of Confidential Information:

- By using the shipping agency's services, the customer consents that the agency may disclose confidential customer information to airlines, customs, banks, and government entities as needed to facilitate the pet relocation. Such disclosure is limited to required details like name, contact info, government IDs and shipment details per applicable regulations. Information is only shared to the extent necessary for fulfilling shipment obligations and compliance requirements.

**I have reviewed and agree to the terms and conditions of this shipping agreement.**

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Signature of the pet owner

Name of the pet owner

Date and Place