

PupPass Terms of Service

PUP PASS LLC d/b/a PupPass | Effective September 22, 2026 | puppass.app

Please read these Terms carefully. They govern access to and use of PupPass services and form part of the agreement between the customer and PUP PASS LLC.

1. Agreement to Terms

These Terms of Service (the “**Terms**”) constitute a binding agreement between you and PUP PASS LLC, a Florida limited liability company doing business as PupPass (“**PupPass**,” “**we**,” “**us**,” or “**our**”). By accessing puppass.app, submitting information, purchasing an evaluation, communicating through the platform, or otherwise using the services, you acknowledge that you have read, understood, and agree to these Terms and the Privacy Policy and Payment & Refund Policy incorporated by reference.

If you do not agree to these Terms, do not purchase or use the services.

2. Eligibility and Florida Limitation

You must be at least 18 years old and legally capable of entering into a contract. Services are presently intended for individuals located in Florida at the time of evaluation. You are responsible for providing accurate information regarding your identity, location, and eligibility to receive services.

3. Nature of PupPass Services

PupPass provides administrative, technology, payment, referral, scheduling-support, customer-support, and document-coordination services. PupPass facilitates connections between customers and independently licensed mental health professionals.

PupPass is not a mental health practice, does not itself diagnose or treat any condition, and does not make clinical eligibility determinations. Any evaluation, diagnosis, professional opinion, clinical record, or decision regarding whether documentation is clinically appropriate is made solely by the independently licensed professional.

PupPass does not sell an ESA designation, registration, certification, or guaranteed letter. The customer purchases access to an evaluation and related administrative services.

4. Independent Licensed Professionals

Professionals made available through PupPass exercise independent professional judgment and remain responsible for complying with applicable licensing laws, professional standards, telehealth requirements, recordkeeping obligations, and scope-of-practice requirements.

No payment, compensation arrangement, referral relationship, or administrative process requires a professional to approve a customer or issue documentation. PupPass does not direct or override a professional's clinical judgment.

5. Emotional Support Animal Documentation

An emotional support animal is not the same as a service animal. PupPass does not represent that ESA documentation creates rights beyond those provided by applicable law.

Florida law permits housing providers, in appropriate circumstances, to request reliable information supporting a disability and disability-related need for a particular emotional support animal. Any documentation issued by a professional must be based on that professional's independent assessment and applicable legal and professional requirements.

PupPass does not guarantee that any landlord, property manager, housing provider, court, government agency, airline, employer, school, or other third party will accept documentation or grant a requested accommodation.

6. Customer Responsibilities

- Provide complete, current, and truthful administrative information.
- Participate personally and honestly in the professional evaluation.
- Attend scheduled appointments or timely communicate scheduling issues.
- Do not impersonate another person, falsify information, alter professional documentation, or misuse any letter or record.
- Use documentation only for lawful purposes and comply with applicable housing, animal licensing, vaccination, and conduct requirements.

Submission of false or misleading information may result in cancellation of services, denial of a refund where permitted by the Payment & Refund Policy, suspension of future access, and any other lawful action.

7. Fees, Payment, and Refunds

The current evaluation price displayed at checkout is the price charged for the applicable service. Unless expressly stated otherwise at checkout, payment is due in full before the evaluation process begins. Payments may be processed by third-party payment processors.

Refund eligibility is governed by the then-current PupPass Payment & Refund Policy. A payment is for an evaluation and associated administrative services and does not purchase or guarantee an ESA letter or any particular clinical outcome.

8. Scheduling, Missed Appointments, and Communications

Customers are responsible for maintaining accurate contact information and monitoring communications relating to scheduling. Scheduling availability depends on the assigned professional. PupPass may reassign a customer to another qualified professional when reasonably necessary.

Customers consent to receive transactional communications relating to their purchase, appointment, evaluation status, customer support, and documentation through the contact methods they provide, subject to applicable law.

9. Privacy and Records

PupPass collects and maintains administrative, payment, referral, and service-coordination information as described in the Privacy Policy. Clinical information requested during an evaluation should be provided directly to the evaluating professional unless PupPass expressly provides a legally authorized secure method for such information.

Clinical records created by the evaluating professional are maintained by that professional in accordance with applicable law and professional requirements. PupPass may maintain non-clinical records reasonably necessary to operate the service, document transactions, address disputes, prevent fraud, and comply with law.

10. Prohibited Uses

You may not use the platform to commit fraud; obtain documentation for another person; interfere with platform security; scrape or copy the service; upload malicious code; infringe intellectual-property rights; harass professionals or staff; misrepresent an animal as a service animal; or use PupPass documentation in a deceptive, unlawful, or unauthorized manner.

11. Intellectual Property

The PupPass name, branding, website design, text, graphics, software, workflows, and other proprietary materials are owned by or licensed to PUP PASS LLC and are protected by applicable intellectual-property laws. You receive only a limited, personal, non-transferable right to use the platform for its intended purpose.

12. Third-Party Services

The service may rely on third parties for payment processing, communications, hosting, scheduling, and other functions. Those providers may have separate terms and privacy practices. PupPass is not responsible for third-party services to the extent permitted by law, but this provision does not waive any non-waivable consumer right.

13. Disclaimers

To the fullest extent permitted by law, the platform and PupPass administrative services are provided on an “as is” and “as available” basis. PupPass does not warrant uninterrupted availability, acceptance of ESA documentation by a third party, or any specific housing or clinical result.

Nothing in these Terms excludes warranties, duties, remedies, or liabilities that cannot lawfully be excluded.

14. Limitation of Liability

To the fullest extent permitted by applicable law, PUP PASS LLC and its managers, officers, employees, and agents will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages arising from use of the platform or services. PupPass is not responsible for an independent professional's clinical judgment or a third party's decision concerning an accommodation.

Any limitation in these Terms applies only to the extent enforceable under applicable law and does not limit liability that cannot legally be limited.

15. Indemnification

To the extent permitted by law, you agree to indemnify and hold harmless PUP PASS LLC and its representatives from third-party claims arising from your unlawful misuse of the platform or documentation, fraud, intentional misrepresentation, or violation of these Terms. This section does not require indemnification for conduct for which indemnification may not lawfully be required.

16. Suspension and Termination

PupPass may suspend or terminate access for fraud, abuse, threats, unlawful conduct, material violation of these Terms, payment disputes involving suspected fraud, or conduct that threatens the security or integrity of the platform. Termination does not eliminate obligations that by their nature survive termination.

17. Governing Law and Disputes

These Terms are governed by the laws of the State of Florida, without regard to conflict-of-law principles. Before filing a non-emergency claim, the parties agree to make a good-faith effort to resolve the dispute informally by written notice. Subject to applicable law and any non-waivable consumer venue right, venue for litigation shall lie in a court of competent jurisdiction in Hillsborough County, Florida.

Nothing in this section prevents either party from seeking emergency injunctive relief or filing a complaint with a governmental or regulatory authority.

18. Changes; Severability; No Waiver; Assignment

PupPass may revise these Terms prospectively. Material changes will become effective when posted or otherwise communicated as required by law. If any provision is held unenforceable, the remaining provisions remain in effect to the fullest extent permitted by law. Failure to enforce a provision is not a waiver. You may not assign your rights under these Terms without consent; PupPass may assign these Terms in connection with a merger, reorganization, financing, sale, or transfer of its business or assets, subject to applicable law.

19. Entire Agreement and Electronic Acceptance

These Terms, together with policies expressly incorporated by reference and any checkout disclosures applicable to your purchase, constitute the agreement concerning your use of PupPass services. Electronic acceptance, checkbox consent, and electronic records may be used to evidence agreement to the extent permitted by law.

Contact: admin@puppass.app