

## **TERMS OF USE FOR CLIENTS**

*Last Updated: March 1, 2019*

### **NATURE OF THE SERVICES**

Host a Pet Inc. ("**Host a Pet**", "**us**", "**we**" or "**our**") is a marketplace platform that puts into relation service providers duly certified by Host a Pet (the "**Host**") and pet owners ("**Clients**", "**you**" or "**your**") that require pet-related services including, but not limited to, daycare, boarding, walks, transportation, bathing and training (the "**Services**") and where Clients can find, communicate and interact with Hosts. Host a Pet collaborates with Host by providing access to and use of the Platform (as defined hereunder) in consideration of a commission, so that the Host can provide its Services to Clients.

### **ACCEPTANCE OF THE TERMS OF USE**

These terms of use as well as any other policies or rules available on our website <https://www.hostapet.com> (the "**Website**") or the mobile application named Host a Pet available on Apple Store or Google Play (collectively referred to as the "**Platform**"), including, but not limited to, the Privacy Policy [**NOTE: Include a hyperlink**] (collectively with these terms of use referred to as the "**Terms**"), constitute a mandatory binding legal agreement between you, as a Client, and Host a Pet. The Terms govern all use of the Platform and the Services, for you, as a Client.

**Please read all of the Terms carefully before proceeding to any navigation, subscription, contribution or transaction on the Platform**, since they contain important information regarding your rights and legal obligations.

By accessing and using the Platform, register and browse the Services provided by the Host, you irrevocably accept the Terms. As it is your intention to register as a Client, you expressly accept and acknowledge that, if you do not agree with the Terms, in whole or in part, you should not accept them, and therefore, you do not have the right to use the Platform.

By accepting the Terms, you understand and agree that Host a Pet reserves the right to add to or modify the Terms at any time. All modifications will take effect at the time they are published and posted on the Platform. Accessing and using the Platform and engaging Hosts for Services will constitute your implicit consent to be bound by the revised Terms.

### **CONFLICT RULES**

Certain sections or functionalities of the Platform may contain different terms and conditions or may require that you accept and agree to additional terms and conditions. If there is any conflict between the Terms and the published terms and conditions for a

specific section, the latter shall prevail with respect to your specific access to and use of that section of the Platform.

## **USE OF THE SERVICES**

In order to use certain functionalities of the Platform and the Services, you must create an account ("Account"). To create an account, you must reside in Canada and be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), with full legal capacity to use the Platform and be bound in accordance with the Terms. You agree to comply with all applicable laws when using the Services. You will not, in your

## **Host ACCOUNT AND PASSWORD**

Account registration requires you to submit to Host a Pet certain personal information, such as your name, username, address, email, age and password as well as at least one valid payment method (either a credit card or accepted payment partner). All registration information, as well as any other information provided by and related to the Client, will be preserved according to our Privacy Policy. **[Include a hyperlink]** You agree to maintain accurate, complete, and up-to-date information in your Account. You further agree not to impersonate anyone and to possess only one Account. Your failure to uphold the Terms, to maintain accurate, complete, and up-to-date Account information, including having an invalid, expired payment method on file, may result in the suspension or cancellation of your Account, at Host a Pet's sole discretion, and/or your inability to access and use the Services, the Platform or result in the termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Host a Pet in writing, you may only possess one Account.

It is your responsibility to protect the confidentiality of your Account details and password. You undertake not to reveal your password to any third party and agree to assume sole responsibility for any activity or action in your Account. In the event the confidentiality of your Account is compromised, you shall advise Host a Pet as soon as possible in order to prevent a fraudulent or unauthorized use of your Account. Host a Pet cannot be held liable for any unauthorized use of your Account and you accept to be liable for acts committed via your Account.

Host a Pet itself, or through third parties, can verify, at any time, the data of the Client.

For any request to close your Account or to report an abusive or fraudulent use of your Account, please contact our Customer Service **[Include a hyperlink]**.

## FORMS OF REGISTRATION

The Client may register directly on the Platform or log into its Account using certain social networks of third parties ("**ThirdParty Account**"). As part of the functionalities of the Platform, you can link your Account to ThirdParty Accounts in two ways:

- by providing the login information of your ThirdParty Account to Host a Pet on the Platform; or
- by allowing Host a Pet to access your ThirdParty Account, as permitted under the applicable terms and conditions that govern your use of each ThirdParty Account.

The Client declares and warrants that he/she has the right to disclose the login information of its ThirdParty Account to Host a Pet and/or grant access to its ThirdParty Account to Host a Pet without a breach of the terms and conditions that govern the corresponding ThirdParty Account and without Host a Pet being required to pay any amount or respect any limitation of use imposed by external service providers under the Terms.

By granting Host a Pet access to any ThirdParty Account, the Client will make available to Host a Pet, on the Platform, certain public content contained in its ThirdParty Account. However, such information will be subject to the privacy settings of such ThirdParty Accounts.

If a ThirdParty Account or its associated service is no longer available, or if it blocks access to Host a Pet, the contents of the ThirdParty Account will no longer be available on the Platform. You have the possibility to deactivate the connection between your Account and your ThirdParty Account(s) at any time, by accessing the section "My profile/about me" of the Platform. **Host a Pet takes no responsibility for the contents published by the Host in the ThirdParty Account, this being the exclusive responsibility of the Client. Clients who access the Platform with a ThirdParty Account do so at their own risk.**

## COMMISSION

You understand that use of the Services may result in charges to you for the services or goods you receive from a Host ("**Charges**"). Upon your acceptance of the Service reservation, Host a Pet will facilitate your payment of the applicable Charges on behalf of the Host as such Host's limited payment collection agent. Upon acceptance of the reservation of a Service by the Client, Host a Pet will charge and retain a commission of 10% (ten percent), excluding taxes, on the total amount charged by the Host for the Service to be provided to the Client (the "**Commission**"). The charge to the Client will be made through the payment service provider of the Platform from time to time.

Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Host. *Charges will be inclusive of applicable taxes* where required by

law. Charges paid by you are final and non-refundable unless otherwise determined by Host a Pet.

All Charges are due immediately and payment will be facilitated by Host a Pet using the preferred payment method designated in your Account, after which Host a Pet will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Host a Pet may, as the Hosts limited payment collection agent, use a secondary payment method in your Account, if available.

As between you and Host a Pet, Host a Pet reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in Host a Pet's sole discretion. Further, you acknowledge and agree that Charges applicable may increase substantially during times of high demand. Host a Pet may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods from a Host at any time prior reservation date, in which case you may be charged a cancellation fee.

Host a Pet does not provide the Services and, therefore, the responsibility of Host a Pet is strictly limited to act as a limited agent for the Host, to accept the payments of the Clients on behalf of the Host, through the payment service provider. The Client hereby expressly mandates Host a Pet a to charge the Client the corresponding amounts for the Services requested by the Client, for the sole purpose of delivering these amounts to the Host.

## **LICENSE**

Subject to the payment of the Commission, Host a Pet grants the Client a nonexclusive, temporary and revocable license of use within Canada, without the right to sublicense, rent or lease its access to the Platform to third parties, so that the Host may offer its Services to the Client on the Platform, provided also that at all times, the Client complies with the **Terms and makes any and all transactions with the Clients solely and exclusively using the Platform** (the "License").

Host a Pet offers an intermediation service to connect Hosts with Clients. The Host alone is responsible for the Services offered by it. The Client understands and acknowledges that Host a Pet is not part of any agreement between the Client and the Host. The Client acknowledges and agrees that Host a Pet is not an agency nor an insurance broker.

## CATALOGUE OF SERVICES

Hosts may use the Platform to create and post a catalogue describing the Services they offer. Said service catalogue may also include additional information pertaining the Services, including without limitation, the locations, the services offered, the number of pets which can be hosted, the allowed pet size, the characteristics, the available dates, the hosting prices and rules (the “**Catalogue of Services**”). The Client will be able to request a reservation for Services directly on the Platform.

By using the Platform, the Client will be able to view various search results for Services offered by Hosts by using filters of Services required by the Client.

The Clients may engage the Services offered by the Host through the Platform based on the information contained in the Catalogue of Services. Once the Client has reserved a Service, the price cannot be modified. The Client acknowledges and agrees that it is strictly forbidden to circumvent the use of the Platform in order to obtain Services from a Host. For greater certainty, the Client acknowledges and agrees to not share its personal email or phone number with Hosts. The Client further understands, acknowledges and agrees that is forbidden to do any transaction outside of the Platform. Failure to comply with this may result in a cancellation of the Account, without any responsibility to Host a Pet.

### **Disclaimers and Limitations of Liability**

The Services are provided “as is” and “as available”. The Client agrees not to hold Host a Pet responsible for things other users post or do, for any injury, loss or damage that results from the interactions with Hosts, the Client, its pets or any other third party.

By using the Platform, Client acknowledges and agrees that Host a Pet shall not in any way be liable for or engage its responsibility for any injury, loss or damage or any action that arises through the use of the Services, or the Client’s, a Host’s or any third party omission of the Client. As such, the only legal remedy available to the Client, for any injury, loss or damage suffered by the Client or its pet, resulting from the Services, shall be against said third party or a Host. For greater certainty, the Client undertakes to exclude Host a Pet of any consequence derived from said actions or omissions.

Service transactions agreed upon by a Host and the Client will be binding only between them. The Client acknowledges and agrees that Host a Pet is not involved such an agreement. Furthermore, The Host is an independent contractor that is not authorized to bind Host a Pet with third parties or clients.

The Client also agrees not to hold us responsible for the payment processing of other service providers such as PayPal (each a “**Third Party Payment Processor**”). For greater certainty, as applicable, if you link a Third Party Payment Processor account to your Account, you acknowledge and agree that by making payments through the Platform with that Third Party Payment Processor, you are bound by that Third Party Payment Processor’s applicable terms and conditions, and Host a Pet is not liable for any loss, claims or damages howsoever arising in connection with that third party’s services). Since the Services provided by Hosts or other users, Host a Pet does not

guarantee the accuracy, completeness, efficacy or timeliness of any postings or user communications or the quality, safety, or legality of what is offered. Host a PEt also cannot guarantee continuous or secure access to our Platform or to the Services. Notification functionality in our Platform may not occur in real time. Such functionality is subject to delays beyond Host a Pet's control, including without limitation, delays or latency due to the Client's physical location or your wireless data service provider's network. Accordingly, to the extent legally permitted Host a Pet expressly disclaims all warranties, representations and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and those arising by statute. Host a Pet is not liable for any loss, whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of the Client's use of the Platform, even if the Client advises Host a Pet or it could reasonably foresee the possibility of any such damage occurring. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to the Client.

Despite the previous paragraph, if Host a Pet are found to be liable, its liability to the Client or any third party (whether in contract, civil liability, tort, negligence, strict liability in tort, by statute or otherwise) is limited to the greater of (a) the total fees the Client pays to Host a Pet in the 12 months prior to the action giving rise to liability, and (b) 100 Canadian Dollars.

You agree to indemnify and hold Host a Pet and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services, the Platform or services or goods obtained through your use of the Services or the Platform; (ii) your breach or violation of any of these Terms; (iii) Host a Pet's use of your user content; (iv) your violation of the rights of any third party, including Third Party Payment Processor; or (v) any alleged violation by you of any applicable law or regulation. Host a Pet reserves the right, at its expense, to assume the exclusive defence and control of any matter subject to indemnification by the Client, but doing so will not excuse the Client's indemnity obligations.

#### **PUBLISHED INFORMATION**

**The Client expressly agrees and accepts that it is strictly forbidden to publish his/her telephone number (either fixed or cellular), as well as his/her personal email in any advertisement, and that all contacts with the Host will be made exclusively via the Platform.**

The Client may use photos and will be responsible for the information it publishes on the Platform.

The Client understands and acknowledges that any information that is published on the Platform must comply with the aforementioned terms and shall not otherwise prejudice the Platform or the Services. Host a Pet reserves the right to delete or deactivate, at any time and without prior notice, any advertisement that contravenes the terms set out above.

#### **CLIENT'S CONTENT**

The Client acknowledges and agrees to use the Platform only in a lawful manner and only for its intended purposes. In addition to the Catalog of Services, the Platform offers

functionalities that allow the Client to publish some content (collectively with the Catalog of Services, the “**Client Content**” or “**Your Content**”).

The Platform can be used to consult and reserve the Services offered by a Host. The Client can consult the Catalog of Services as a visitor of the Platform without any registration. However, to book any Service, the Client must register to create an Account and register the Client’s pets.

Host a Pet does not deliver the any of the Services, therefore the Host a Pet responsibility is limited to:

- Facilitate the access to the Platform;
- Be an intermediary between the Client and the Host; and
- To accept and process the Client payment through our Third Party Payment Processor services that Host a Pet chooses to use, such as Global Payments.

You retain the copyrights to Your Content and the information you submit or publish on the Platform. The Client, by publishing the Client Content, grants to Host a Pet and its affiliated companies a nonexclusive and irrevocable license to copy, display, upload, develop, distribute, store, modify and use in any way the Client Content, in relation to the operation or improvement of the Platform or any type of promotion or other publicity that derives from it, in any way, means or technology known at present or developed in the future.

By publishing Your Content on the Platform, you acknowledge and agree that Host a Pet, its shareholders, directors and employees shall not be liable for any loss, damage to or degradation of Your Content. In addition, you represent and warrant Host a Pet that:

- (a) Your Content does not infringe on any intellectual property right, including any thirdparty copyright, patents, trademarks or trade secrets;
- (b) except for content free from any rights, you are the sole owner of all intellectual property rights of Your Content, including copyrights and the right to disseminate some trademarks on Your Content or, if applicable, that you have the written permission of the owner in order to submit Your Content;
- (c) Your Content is not false, inaccurate, incomplete, confusing or fraudulent;
- (d) Your Content does not contain any defamatory statement or obscenity and does not violate a third party’s right to privacy or image;
- (e) Your Content is not threatening, harassing, abusive, does not incite violence, is not obscene and does not contain nudity or graphic violence, child pornography or any other content that is harmful to minors or against morality and good manners;

- (f) Your Content does not violate any law, act, order or rule (including, but not limited to, those related to consumer protection, unfair competition, discrimination or misleading advertising);
- (g) Your Content does not contain nor submit any type of virus or other malicious code or any other computer program that intends to damage, interfere in a negative way, clandestinely intercept or expropriate any data of the system, Platform or personal information; and
- (h) Your Content does not generate any responsibility or liability for Host a Pet.

The Client must comply at all times with any agreement or legal obligation, contractual or in good faith, that is applicable and Host a Pet will not be responsible or liable for any breach committed by the Client.

You cannot suggest that Your Content is supported by a third party unless you have been expressly authorized to do so. You cannot suggest or pretend that Host a Pet approves, shares or supports Your Content, unless you have been expressly authorized in writing by Host a Pet to do so.

**Host a Pet does not endorse or approve Your Content and excludes all liability and warranty in this regard. Host a Pet is not, at any time and under any circumstances, responsible or liable for Your Content. We do not verify in real time Your Content published on the Platform and, therefore, we cannot guarantee its reasonableness, accuracy, legality, security, integrity or quality. Besides the other disclaimers set forth in the Terms, we do not assume or make any representation or warranty as to the reasonableness, legality, security, quality, accuracy, completeness or actuality of Your Content. In addition, Host a Pet reserves the right to delete, without any prior notice, any part of Your Content on the Platform, which Host a Pet, at its sole discretion, believes violates the Terms, morality, public order or the law.**

In order to preserve a digital environment on the Platform that is free of inappropriate content and behaviour, we request that you alert us of any use of the Platform that is in violation of the Terms, morality, public order or the law. To do so, please communicate with us as soon as possible by contacting our Customer Service. Be assured that any denunciation will remain strictly confidential.

Host a Pet will treat seriously and diligently any allegations made in accordance with the Terms and will undertake, at its sole discretion, actions consistent with the seriousness of the wrongful conduct. For example, we may choose, alternately or concurrently, to send a first warning to correct the situation, to suspend indefinitely the Account of the Client at fault, or to terminate permanently the rights to use the Platform. Host a Pet reserves the right to denounce to the appropriate authorities any Client's Content that Host a Pet deems derogatory in order to sanction the behaviour of the offending Host.



Host a Pet may access, preserve and disclose the Client data when required by law, or when Host a Pet considers in good faith that it is reasonably necessary to (i) respond to complaints filed against Host a Pet or to comply with the provisions of any notification of procedural actions or suits (for example, subpoenas or court orders), or (ii) prevent fraud, assess risk, conduct investigations, provide support to Clients, develop products or perform purges, or (iii) protect rights, assets or security of Host a Pet, its users or the general public. The Client hereby irrevocably accepts that Host a Pet has no obligation to monitor the access or use of the Platform or to review or edit the Host Content, but Host a Pet has the right to do so for the purpose of operating and improving the Platform (for purposes that may include, among others, avoiding fraudulent activities, assessing risks, conducting investigations and providing support to Clients), ensuring compliance with the Terms, complying with applicable laws or the order or requirement of a court, administrative agency or other official body, respond to content that is considered questionable in any way or as stipulated in the Terms. Host a Pet reserves the right to withdraw or deactivate, at any time and without any prior notice, access to Client Content that Host a Pet, in its sole discretion, considers being questionable for any reason whatsoever that it violates the Terms or that is otherwise detrimental to the Platform.

### **Reservations**

When a Client makes a reservation request to the Host through the Platform, the Host must pre-authorize, confirm or reject the Client's the reservation request. The Host must either confirm, authorize or reject the reservation within 2 (Two) business days from the moment in which the Client the delivery of the request through the Platform. Should the Host fail to respond within said deadline, Host a Pet will cancel the reservation automatically.

At the time of the Client reservation pursuant to these Terms, the Host shall be informed of the Client's information and the pets that require the Service(s) (the "**Reservation**"). The Client acknowledges and agrees that the Host is solely responsible for respecting the Reservation and complying with the terms of the Services.

The total price for the Services shall be displayed to the Client on the Platform prior to the Client's confirmations of its Reservation request to the Host. Once a Reservation has been confirmed and completed, in accordance with the agreement between the Host and the Client, Host a Pet through its Third Party Payment Processors (such as Global Payments system), will charge the Client the total price for the Reservation (the "**Total Rate**"), in accordance with its payment method and in accordance with these Terms. In the event the totality of Total Rate cannot be charged, the Reservation shall not be confirmed. In case of cancellation of a requested Reservation, Host a Pet will only charge the Client the Commission, which shall, in any event be refundable. The Client acknowledges and agrees to pay the Total Rates for the requested Reservations, in connection with his Host a Pet Account once its Reservation is completed and confirmed, at which point, the Client will receive a confirmation email that summarizes the confirmation of its Reservation.

### **Changes in reservations**

The Client acknowledges and agrees that it will be responsible for any modification to the Reservation due to any change it requests and agrees to pay any and all damages or costs generated by said change in Reservation.

The Host, if it so chooses, and at the Client's request, may send a special offer to modify the price of the Reservation, which has yet to be confirmed, sent by the Client (the "Special Offer").

In such a case, the Client accepts the Special Offer, and the Commission will be added, the new total amount to be charged to the Client through the Third Party Payment Processor.

### **Payment Terms**

The Client may consult a Host's Service Catalogs as well as request any necessary information about the premises or address where the Services will be rendered, and may further inquire about other resident pets, as the case may be. The Client understands and accepts that the Host shall establish the costs and terms for the Services pursuant to the parameters set and allowed on the Platform by Host a Pet. Notwithstanding the foregoing, and without engaging any liability whatsoever, Host a Pet reserves the right to cancel any reservation, if it considers, in its sole discretion, that the Host does not comply with its service standards or minimum rates. In such an event, Host a Pet, may at its sole discretion: i) find a new Host for the Services; or ii) reimburse the Client any amount that has been paid.

All amounts charged for Services will be charged in Canadian dollars or in such other currencies, Host a Pet so chooses, at the exchange rate in effect at the time of Reservation.

Reservations made by the Client must be made through the Platform. Payments for Services are made through the external platform of the Third Party Payment Processors (such as Global Payments) and are subject to the terms and conditions established therein (Add Link). As such, Host a Pet shall not have access to the Client's credit or debit card and further undertakes to not store said information about the Client.

The Client acknowledges and agrees that Host a Pet assumes no liability arising from the operation or use of Third Party Payment Processors payment platforms, since said Third Party Payment Processors are independent from Host a Pet, which only provides services that facilitate the completion of a secure and agile transaction between contracting parties. As such, so any query or incident on said payment system should be addressed directly with the Third Party Payment Processors.

### **PREMIUM COVERAGE PLAN**

#### **[Note: Why include the coverage plan in the Client Terms?]**

Host a Pet offers to protect Clients' pets and Hosts under a Premium Coverage Plan, provided that the Host subscribes to and pays for such coverage plan.

*Host a Pet will provide veterinary assistance coverage in case of accident or illness pursuant to which reimbursement is provided for a maximum amount of up to \$1,000.00 per pet,*

event and/or sinister, provided that the pet has reached 4 months of age or more and their vaccines and parasite treatment are up to date (the "**Premium Coverage Plan**").

The Premium Coverage Plan will be extended to all Services provided by the Host such as boarding, daycare, bath, training, transport and walk, as long as the contract has been made through the Platform, and the corresponding commission has been paid. A \$250 deductible will apply to the coverage. This deductible will apply per event and/or loss, and will be deducted from the refund.

The premium coverage will cover the following incidents that could happen during the delivery of the Host a Pet Services:

- Accidents caused by the Host's fault and/or negligence;
- Fights with other animals, as long as the necessary measures have been taken to prevent this from happening and protocol has been followed;
- Broken bones, internal or external injuries that prevent the normal activity of the animal (such as running and jumping) due to a fault and negligence of the Host;
- Traffic accidents caused by motorized vehicles due to a fault and negligence of the Host;
- Falls that cause damage or internal injuries due to negligence of the Host.
- Ingestion of foreign bodies as a fault and negligence of the Host;
- Poisoning or intoxication due to Host fault and negligence, and
- Any other bodily injury that derives from a violent, sudden, external cause and cause by external causes other than the host (including vandalism).

The expenses of veterinary assistance will be covered for a period not exceeding 30 days from the occurrence of the accident and will cover the following items: hospitalization expenses, treatment and tests that derive exclusively from the circumstances previously listed.

The following conditions are excluded from the Premium Coverage Plan and will not be covered any expense that derives from illnesses of pets that have any of the following conditions:

- If the pet presents or has presented any condition, whether or not it has been diagnosed by a veterinarian before entering the host home, that condition will be considered as pre-existing. This may include: respiratory infections, urinary tract infections, bladder infections, blood disorders, vomiting, diarrhea, and other gastrointestinal disorders; Cardiology problems, dermatology, Arthrose, ligament croisé, locomoteur (displasie de la hanche, etc etc).
- If the pet has been diagnosed with a disease in a certain anatomical area, where the underlying cause is undetermined, any diagnosis related to that area will not be covered by

our Premium Coverage Plan. For example, gastritis and colitis are consequences of inflammation, but they are not the cause of the disease.

Any parasitic infestation such as ticks, fleas, worms. It is the responsibility of the pet owner to provide preventive care to their pets.

Costs incurred more than 30 days following the date of injury

Injuries resulting from a pet's contraction of fleas, ticks, worms or other parasites during a Booking (or a recurrence of a parasite issue first contracted prior to a Booking).

Injuries resulting from a Pre-Existing Condition, Breed-Specific Condition, Chronic Condition, Orthopedic Condition, Undetermined Cause Illness, Preventable Illness or Proptosis Costs or expenses resulting from a pet's pregnancy, illness, or recurrence of illness, or for preventative care.

Non-medical expenses of any kind (including professional training, grooming and pet food).

Damage, injury or other loss or claim arising in any way from automotive liability, including loss arising from any car or other vehicular accident or incident.

Damage, injury or other loss or claim arising from acts of nature, such as earthquakes, hurricanes and tornadoes, or from exigencies caused by other factors beyond the parties' reasonable control, such as (without limitation) wildfires or lack or failure of public utilities or Internet service due to external factors.

Losses not directly caused by a Responsible Party's acts or omissions, including without limitation consequential damages, special damages, interruption of business, opportunity costs, loss of use, or loss associated with unauthorized access to data.

Likewise, any condition derived from the following condition will be excluded from the Premium Coverage Plan, if the pet has presented any of the following before entering the host home:

Any orthopedic condition, including but not limited to: dislocation of the kneecap, hip dysplasia, elbow dysplasia and osteochondrosis of the elbow, orthopedic diseases or injury to the side opposite a previous injury, allergies, cancer, diabetes, lipomas or lumps in the skin, hyperthyroidism or hypothyroidism, stones in the bladder and urinary tract, obstructions or any other chronic condition;

Race-specific conditions: A genetic condition is caused by a defect in the underlying genes transmitted to a puppy or kitten through their parents. These defects in genes occur in certain genera and some races are more likely to have them than others; why the term "race-specific conditions" is used. Treatment for a large number of these specific conditions requires corrective surgery. Some of these conditions are considered chronic and require ongoing assistance. Among the specific conditions of the breed we can mention: hip and elbow dysplasia (common in: German Shepherd, Golden Retriever, Labrador Retriever, Great Dane and other large or giant breed pets), patella dislocation (common in: Poodle, Yorkshire Terrier, Pomeranian, Chihuahua, Boston Terrier, Cavalier King Charles and other

*small/miniature race pets), intervertebral disc disease (EDIV) diseases in the spinal discs (broken, herniated) (common in: Dogs Sausage, Hound, French Bull Dog, Pomeranian, Corgis, Pug and other chondrodystrophic breeds), cancer, allergies;*

*Chronic conditions: Chronic conditions persist or last for several months (even years). In general, they cannot be prevented by vaccines or cured through medicines, but they also do not disappear on their own. The most common conditions include: allergies, cancer, diabetes, inflammatory bowel disease (IBD), Addison's disease, Cushing's disease, dry eyes (dry keratoconjunctivitis), epilepsy, glaucoma, hypothyroidism, orthopedic issues such as arthritis, intervertebral disc disease and cruciate ligament rupture. Non-medical treatments (professional training, etc.) are not causes for receiving coverage.*

*Total loss of the pet owner's salary due to veterinary follow-up is not a cause to be covered by the premium insurance.*

*It will be the responsibility of the Host and the Client to determine at the time of starting the service, if the pet presents any condition that must be considered, so Host a Pet will not have responsibility in relation to issues that may arise from said conditions.*

*If a pet under the service of Host a Pet requires medical attention, it will be possible to provide the necessary medical attention and be covered by the Premium Coverage Plan, as long as it is not:*

- Infectious, episodic, parasitic or any other type of disease.*
- Diseases or injuries typical of age or derived from any type of surgical intervention.*
- Surgical interventions of aesthetic type; like those that are carried out in some races with the purpose of styling ears and tails, as well as the removal of nails.*
- Participation of the insured animal in bets, challenges or sports.*
- Maltreatment, overwork, lack/insufficiency or poor hygienic quality of food or care of the insured animals, when these circumstances are attributable to the insured.*
- Treatment that exceeds twelve months (from the initial date of treatment for each accident).*
- Accidents occurred during the hunting activity.*

*The following will be an essential requirement to receive the benefits of the Premium Coverage Plan by accident:*

- a) Have used the platform of the SITE for Host contracting and that the accident occurred during the provision of the Service by Host.*
- b) Inform Host a Pet within a period of 24 hours after the injury or emergency has occurred.*

*Host a Pet reserves the right to modify or terminate the Premium Coverage Plan at any time, at its discretion and without prior notice. If Host a Pet completes the Premium*

Coverage Plan according to the foregoing, Host a Pet will notify you in advance and will continue with the process of the claims in force prior to notification under the Premium Coverage Plan before making this term effective.

If Host a Pet modifies the Premium Coverage Plan, the modifications must be published on the SITE and/or it will be previously notified in writing to the Host a Pet is obliged to notify the Host of such modification within two days and this agreement will be bound to the new Premium Coverage Plan. In the event that Host does not accept the new Premium Coverage Plan, then the Host must stop using the SITE. The obligations of Host a Pet under the Premium Coverage Plan will depend on the availability of the coverage procedures under this plan.

Without limiting the exclusions or conditions of the Premium Coverage Plan, the Host hereby understands and accepts that all its rights and/or benefits related to the Premium Coverage Plan, without exception, as well as all its demands will automatically cease in the event that a lawsuit, complaint, lawsuit, proceeding or any other legal action is taken against Host a Pet.

In the event that the Client or the Host consider that the accident in question is covered by the Premium Coverage Plan, you must send a written statement regarding the accident and the reason why you think it should be covered by the Premium Coverage Plan, as well as any other material and documentation that you have available and that will help you to endorse your statement such as veterinary bills and certificates from the first veterinary review. It is expressly understood that the Premium Coverage Plan does not cover previous meetings (meet-and-greets) between the parties to know the accommodation of the Host, as well as any accident generated during or in relation to them.”

## **COPYRIGHT INFRINGEMENT**

If you believe in good faith that your copyright rights have been infringed by content posted on the Platform, please provide our Customer Service [**Note BCF: Insert a hyperlink.**] with a written notice that includes all of the following information:

- (a) a description of the copyrighted work you believe to have been infringed, including an URL link of the material you believe to be infringing;
- (b) your name, mailing address, telephone number and email address;
- (c) a written statement that you believe in good faith that the disputed use is not authorized by the copyright owner, its agent or the law, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf;

(d) an electronic or physical signature of the person authorized to act on behalf of the copyright owner;

(e) any other information required by our Customer Service.

### **RELOCATION OF A PET**

Host a Pet expressly reserves the right, in its sole discretion, to relocate a pet from a Host's facilities, if deemed necessary, for the safety of the Host, that of a any third party, of a pet that lives with the Host, or for the safety of the Client's pet. In such case, Host a Pet will notify the Host and the Client of such circumstances and the specifics with regard to the relocation. In such case, Host a Pet will find another Host with a similar fare and pay the new Hosts with the Total Rate already paid by the Client.

### **INTERACTION WITH CLIENTS**

Regarding its interaction with the Clients, the Host is prohibited from (i) not responding to the messages/queries of Clients in a timely manner (ii) behaving or acting in such a manner as to cause a negative experience for a Client, (iii) behaving or acting in such a manner that shows a lack of respect or professionalism towards any Client, making it difficult to give the Clients the attention they deserve.

### **PERFORMANCE OF THE SERVICES**

During the performance of the Services, the Host shall act and give the required care to the Client's pet in accordance with the applicable legislation. Without limiting the generality of the foregoing, the Host shall not perform acts reserved to veterinary medicine, unless he/she is a veterinarian in good standing pursuant to the legislation governing the jurisdiction where the Services are provided, including, without limitation, to give veterinary advice, to make a pathological examination of a Client's pet, to make a veterinary diagnosis, to prescribe medications for Clients' pets, to practise surgery on Clients' pets, to treat a medical or surgical veterinary disorder by using a mechanical, physical, chemical, biological or radiotherapy process or to approve or condemn the food of the Clients' pet.

After delivery of the Services, the Client may rate the Services on the Platform.

### **REPORTING**

Host a Pet may, at its sole discretion, request that the Host inform and report to it any updates or new information regarding a Client's pet noted during the performance of the Services. In addition, Host a Pet may request that Host send to it and to the Client photos and videos via text messages or email (at the contact information indicated from time to time by Host a Pet) with updates of the Client's pet, during the performance of the Services. Host a Pet will send these photographs and videos directly to the Clients via the

Platform or the communication channels that Host a Pet determines. It is strictly prohibited for the Host to send directly to the Clients, any type of photograph, video or update, since this must always be done via the Platform and through Host a Pet.

## **ABANDONED PETS**

In the event a Client does not pick up his/her pet within twentyfour (24) hours after completion of the Services (or the period established by applicable laws with respect to animal abandonment or cruelty, Host a Pet (or the Host upon request from Host a Pet) may, at its sole discretion, (i) place the Client's pet in a foster care program, notifying the authorities of the complete Client's contact information (ii) request the Client to reimburse all expenses incurred or loss and or damage suffered resulting from said action and (iii) require from the Host all vouchers for expenses incurred due to the abandonment of the Client's pet. Any expense paid by the Host and/or Host a Pet to attend to the abandonment of the Client's pet shall be reimbursed and, if necessary, charged to the Client's credit card. In no circumstances shall Host a Pet be liable for the abandonment of a pet and Host a Pet has no obligation to reimburse the Host for the cost incurred by Host in such ah situation.

## **COPYRIGHTS AND INTELLECTUAL PROPERTY**

Except for Your Content, any other content created, developed, issued, communicated, elaborated, generated or reproduced on the Platform (including texts, codes, software, logos, trademarks, illustrations, images and videos) as well as its selection, composition and disposition (the "**Host a Pet Content**") is the property of Host a Pet or is under license of third parties and can be protected by the legislation, among which the *Copyright Act* (L.R.C. (1985), ch. C42) and, if applicable, Host a Pet reserves all of its rights thereto. It is strictly prohibited to copy, reproduce, modify, reformulate, reedit and, more generally, use the components of the Platform, either in whole or in part, without the prior written consent of Host a Pet.

Exept for the License, no license or right of use is conferred upon you or can be inferred from your use or subscription to the Platform. You are forbidden to modify, copy, distribute, publish, transmit, issue, reproduce, compile, arrange or save the Host a Pet Content and to create compilations, including all or parts of the Host a Pet Content, or to transfer to anyone this content in any way, including by reproduction or transmission to anyone of an extract of the content with or without a hyperlink, without the prior written consent of Host a Pet, unless the law or the Platform functionalities expressly permit this. The Client agrees and undertakes to indemnify Host a Pet for all the damages and losses caused by any unauthorized use of the intellectual property rights of Host a Pet, its other users or clients, including legal fees, as well as any amount disbursed by Host a Pet, in connection with the protection of said rights.



## RESTRICTIONS ON USE

It is strictly prohibited to create derivative works from any material on the Platform, in any manner known or to be known in the future without the prior written consent of Host a Pet.

It is strictly prohibited for the Client to use software, devices, scripts, robots, backdoors or other means or manual or automatic processes in order to access, extract, collect or analyze content from any webpage or other service hosted on the Platform. It is also forbidden to access or use the Platform to use, expose or allow to be used or exposed, any Host a Pet Content that (i) is not publicly displayed by Host a Pet in its pages of search results or ad pages before confirmation of a reservation; (ii) is in any way inconsistent with the Terms or (iii) in any way violates the privacy rights or any other rights of users of Host a Pet or of third parties.

The Client undertakes not to tarnish, stain or damage the Host a Pet brand in any way, including, among others, the unauthorized use of the content of the Platform, the registration or use of Host a Pet or derivative terms in domain names, trade names, trademarks or other identifiers of origin, or the registration or use of domain names, trade names, trademarks or other identifiers of origin that closely mimic domains, trademarks, slogans, promotional campaigns or Host a Pet Content, or that are so similar to them that they lead to confusion. The Client will not interfere with or damage the Platform by the use of viruses, cancellation robots, malicious codes, packet invasion, denial of service attacks, backdoors, spoofing or of IP, routes or false email address information or similar methods or technology, use the Platform and content related to the distribution of unsolicited commercial email ("**Spam**") or Advertisements not related to the Services.

In the same way, it is strictly prohibited for the Client to:

- (a) contact or harass any user of the Platform, collect or store personal information relating to any Host or other user for purposes other than the transactions of Services allowed;
- (b) falsify or otherwise misrepresent its identity or its relationship with any person or entity;
- (c) use the Platform to contact a Host and then request Services outside the Platform, to bypass the payment of the Commission to Host a Pet or for any other purpose;
- (d) engage in detrimental, deceptive, abusive or harassing conduct in any area or aspect of the Platform;
- (e) publish, upload, send or transfer any content that (i) infringes on or misappropriates a patent, copyright, trademark, trade secret, moral rights or other intellectual property rights of a third party or rights of publicity or privacy; (ii) violates any applicable legislation or regulations, or that encourages any conduct that would infringe on these,

or relating to general civil liability; (iii) is fraudulent, false, deceptive (directly, by omission or by not providing updated information) or false; (iv) is defamatory, obscene, pornographic or offensive; (v) promotes discrimination, intolerance, racism, hatred, harassment or injury against any person or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person; (vii) or encourages illegal or harmful activities or substances;

- (f) perform any conduct that is contrary to the laws in force and applicable, good customs or those that are not expressly allowed by Host a Pet.

## **RATINGS**

Host a Pet does not preexamine or investigate the content published by the Clients and other users (including the rating of the Host). In the case of negative ratings (2 stars or fewer), Host a Pet may, at its sole discretion, without delay and without any responsibility or liability on the part of Host a Pet, prevent the Host from offering its Services, terminate his/her certification as a Host and cancel or suspend the Host Account.

## **AVAILABILITY OF THE PLATFORM**

Host a Pet may, at any time and at its sole discretion, reserve the right to limit or eliminate the availability of the Platform, without any prior notice. Host a Pet may also block, interrupt or restrict the use of and access to the Platform, as well as eliminate or cancel the Platform and/or its content.

The Platform and all of its contents are provided as is without warranty of any kind, neither express nor implicit. When you visit the Platform, you acknowledge and agree that you do so entirely at your own risk. Host a Pet makes no representations or warranties as to the contents, services and functionalities offered on the Platform (collectively referred to as the "Offer") including, without limitation, as to the (a) accuracy, completeness, reliability, appropriateness or opportunity of the Offer; (b) merchantability or adaptation to a particular use of the Offer, including any information, data, software, product or service included in the Offer or offered on the Platform; (c) operation of the Platform without interruption or error; (d) correction of defects or errors in the Offer or the Platform; (e) absence of viruses or harmful elements in the Platform; (f) secure transmission or transmission without interception of communications via the Platform; and (g) availability in the future of the Offer or the Platform.

## **SUSPENSION AND CANCELLATION OF YOUR ACCOUNT**

The Client may cancel its Account at any time by sending an email to [support@hostapet.com](mailto:support@hostapet.com). The Client is personally responsible for any order, reservation or pending transactions, as well as for any expense that has been generated before the

suspension or cancellation of the Account. If you decide to cancel your Account, Host a Pet has no obligation to delete or return any of Your Content. If a Host desires to cancel its Account, all confirmed reservations with Clients will be automatically cancelled.

The Client understands and agrees that Host a Pet has no obligation to provide services to Clients or to maintain the Client's access to its Account.

The Client recognizes, accepts and agrees that Host a Pet may, at its sole discretion and without any responsibility, with or without cause, with or without prior notice and at any time (a) terminate or suspend access to the Platform and (b) disable or cancel its Account or certification with Host a Pet, to deny you access to the Platform. Ownership of rights, exclusion of guarantees, indemnities, limitations of liability and provisions of the Term that survive termination by nature shall remain in force in the event of such cancellation or suspension. Host a Pet can notify you about this cancellation by regular mail or email.

Host a Pet has the right to immediately terminate or suspend the contractual relationship with the Client, in the event of a breach of the Client's obligations in accordance with the Terms, or for contravening any applicable legal provision. In such case, the Client will not have the right to have access to its Account. If your access to the Platform has been restricted or Your Account has been suspended by Host a Pet, you may not register a new Host a Pet account or attempt to access and use the Platform using other accounts.

In the case of minor breaches (at the sole discretion of Host a Pet) by the Client, and when appropriate, Host a Pet may (without any obligation) inform you of any action taken and may give you the opportunity to solve the problem in a reasonably satisfactory manner for Host a Pet.

In addition, in the case of a breach of any of the obligations of the Terms by Host as well as its noncompliance with applicable legislation, Host a Pet shall have the right to take all available legal actions in its favour, in the case where some conduct on the part of Host generates an injury or damage.

## **INDEPENDENT CONTRACTOR**

Host a Pet and the Client recognize that the performance of Services is not subordinated to each other. There is no employment relationship between Host a Pet and the Host.

It is expressly agreed that when the Host uses helpers or auxiliary personnel in the exercise of its activities, doing the work entrusted to them, said personnel will be the exclusive responsibility and depend exclusively on the Host, without establishing any employment relationship between Host a Pet and Host's staff. All the responsibilities arising from the Host's use of personnel to help it, and that is not made available to the Host by Host a Pet, including all the labour and social security obligations resulting therefrom, are the sole

responsibility of the Host. Therefore, the Client agrees to hold Host a Pet fee and harmless from and against any claim, lawsuit or proceeding that its personnel or workers may attempt to make or institute against Host a Pet, its affiliates, representatives, partners, officers, shareholders, subsidiaries, employees, controllers and any other natural or legal person directly related to Host a Pet.

## **COMMUNICATIONS WITH CLIENTS**

The Client shall use the Platform only to inquire about Services, to request Services and to communicate with Hosts regarding such Services. The Platform may not be used for any other purpose. Any use of the Platform for purposes other than those established herein is strictly prohibited.

The Client acknowledges, accepts and agrees that the Platform provides a communications channel for the Client in order to get in touch with Hosts, clarify doubts the Client may have, send comments and any relevant details about the pet or the Services, before, during and after the Services. All communications between the Client and a Host will be owned by Host a Pet and will be kept on Host a Pet's servers for statistical purposes and quality control, so that they can be analyzed by Host a Pet or a third party with whom Host a Pet has a relationship.

## **EMERGENCIES**

We recommend that Clients give to the Host their contact information where they can be reached in the event medical care for a pet becomes necessary. In the case of an emergency related to a pet, the Host shall inform the Client immediately and/or contact and inform Host a Pet about the situation. This would ensure that Host a Pet can relay said information to the Client and act as an intermediary between the Host and the Client in the case of an emergency situation. The Host can contact Customer Service, at any time, on every day of the year. **[Note BCF: Insert a hyperlink.]** The Client acknowledges and agree that should a Host perform any act deemed necessary to preserve the integrity and health of the Client's pet, the Host shall be solely liable for said acts, until instructions from Host a Pet are given to the Host.

In the event that a situation arises in which the Client's pet will receive veterinary care while under the care or custody of the Host, the Host must take the necessary actions so that the Client's pet receives such care and immediately inform Host a Pet about any update on the Client's pet, as well as any diagnosis made by the veterinarian.

The Client hereby authorizes the Host and Host a Pet to obtain and authorize the provision of veterinary care for your pet if you cannot be reached to authorize care yourself in an emergency situation. In such case, you also authorize your pet's veterinarian(s) to release your pet's veterinary records to Host a Pet.

In the event that it is not possible to contact and inform the Client, the Host shall, on behalf of the Client i) provide help to the pet as well as veterinary services within reach; ii) cover the costs generated by said veterinary intervention, with the understanding that said expenses are the exclusive responsibility of the Client and that the Host will be entitled to the corresponding reimbursement; iii) collect the necessary vouchers for the expenses incurred and inform Host a Pet of the amount of such expenses; iv) request that the corresponding charge be made to the debit or credit card of the Client, to cover any reimbursement to the Host or Host a Pet, as applicable. The reimbursement referred to in this clause may be made under the Premium Coverage Plan, if applicable, provided that the emergency is covered by the Premium Coverage Plan. In no circumstances shall Host a Pet be liable for the care of a pet and Host a Pet has no obligation to reimburse the Host for the cost incurred by Host in this situation.

The partial or total reimbursement referred to in this section, may be made in cases, where appropriate, through the Premium Coverage Plan, provided that the emergency case is covered by the Premium Coverage Plan which is a service that Host a Pet offers to the ClientS but that the coverage and the opinion of the compensation corresponds exclusively to the respective insurer.

## **CANCELLATIONS**

The Client acknowledges and agrees that in the case of cancellation of a Reservation by the Client, the following criteria will apply:

- In the event that the Host is not able to provide the Services, both the Client and/or the Host should immediately contact the Host a Pet customer service centre by calling (514) 416-8427, in order for Host a Pet to offer a suitable alternative.
- The Client understands and accepts that Host a Pet may, in its sole discretion, cancel a Reservation, for safety reasons or any other reasons Host a Pet may, at its sole discretion, deem relevant, and decide what amount, if any, to refund the Client. In light of the foregoing, the Client acknowledges and agrees that Host a Pet or the Host do not assume any responsibility for such cancellations or refunds.
- In the event that the Client requests a meet-and-greet in order to evaluate the compatibility of his/her pet and the Host, its premises and its family, and determines that the accommodation or any other matter related to the Services are not suitable, both the Client and the Host, may cancel the reservation and the amount paid by the Client will be refunded, save and except for the Commissions, which shall be retained by Host at PET.

The Client may cancel a Reservation at all times. However, if, the Client cancels confirmed Reservation within **24 hours or more from the checkin date**, the Client will be reimbursed 90% of the Total Rate by the Host a Pet.

If the Client cancels a confirmed Reservation, **within less than 24 hours from the checkin date**, the Client will be reimbursed 70% of the Total Rate.

If the Client cancels a confirmed Reservation while its pet is under the care and responsibility of the Host, the Client will be charged and pay for the entirety of the Total Rate for the Services provided [**Note: Will the Client pay prorata for the Services rendered or the entirety of the Total Rate?**].

If a confirmed Reservation is cancelled by the Host, Host a Pet shall refund the entirety of the Total Rate to the Client.

#### **LIMITATION OF LIABILITY AND INDEMNIFICATION**

The Client is solely responsible for the evaluating the suitability of, and engaging the Services of a Host. Though Host a Pet does limited vetting of the Hosts, in order for them to offer Services to Clients, any such vetting is limited, and Host a Pet does not warrant that such vetting is accurate, complete, conclusive or up-to-date. Moreover, Host a Pet does not endorse reviews of Hosts by other Clients that may be on the Platform, and Host a Pet makes no representations and does not warrant that such reviews are accurate or legitimate.

The Client voluntarily engages the Services of the Host, at its address or at such other address as agreed upon by the Client and the Host, and accepts the risk that these entail. The Client acknowledges and agrees that the Host may delegate the Services to a third party, and accepts such. Likewise, the Client expressly accepts any responsibility for any damages that its pet may cause to the Host, as well as to any other person who is present in the place of provision of the Services, including personal or property damage.

**For greater certainty, the Client expressly assumes the risk that it, its pet, the Host or any other person present where the Services are provided may end up suffering some damage, including material damages or personal injury. Host a Pet recommends that there be in introductory meeting between the Host, the Client and its pet before confirming a Reservation for Services. The Client acknowledges that neither Host a Pet, its affiliates, partners, associates, directors, managers, employees, agents and their respective successors and representatives (collectively and only for the purpose of this section "Host a Pet") nor the Host have any responsibility to reimburse or cover the expenses for material damages that a Client's pet may cause and therefore the Client cannot claim from either Host a Pet or the Host any refund or compensation for any type of damages caused by a Client's pet (other than those stemming from the Host's gross negligence).**

**Host a Pet can in no event be held liable for any loss or damage, including but not limited to, the invasion of privacy, loss of business or loss of profits for any cause whatsoever, and whether or not it is based on a contract (including a breach of a fundamental obligation), these Terms, civil liability (including negligence) or otherwise, even if Host a Pet knew or should have known**

**about the possibility of such damages.** The Client, expressly releases and discharges Host a Pet and the Host from any responsibility, damage, loss, expense, liability, claim, demand and cause of action arising from the performance of Services, the inability to provide the Services or the use of the Platform, including, but not limited to (a) any instruction, advice, act or service provided by Host a Pet (b) any destruction of the Client's information or the Client Content; (c) any dispute with a Host or other user of the Platform; (d) any damage or injury suffered by the Client, the Host or by a third party; (e) any damage or injury suffered by a Client's pet; (f) any damage or injury sustained by movable or immovable property; (g) any damage, injury sustained personal or death during the time its pet remains with the Host or receives any other type of Service (with the exception of those established here or provided for by the applicable jurisdictions. This release is valid and effective as long as the damage, loss or death is not due to a direct act or omission of Host a Pet or the Host); or (h) any other conduct, act or omission of third parties, including, but not limited to, stalking, harassment of a sexual nature or any other nature, acts of physical violence or destruction of property.

By using the Services and/or using the Platform, the Client voluntarily waives its right to sue the Host a Pet and the Host.

Host a Pet is not responsible for the Client Content or for any acts or actions the Client may or may not do in connection with the Platform or the performance of Services (the "Acts"). The Client agrees that its Acts are under its sole and exclusive responsibility and acknowledge that they have been made with full knowledge of the facts. Host a Pet shall not be liable for any breach of the Terms that the Host may have committed. **The Client accepts to defend (at the demand of Host a Pet), indemnify and hold harmless Host a Pet from any damages (whether compensatory, direct, incidental, emergent or other of any kind), losses, liabilities, claims, requests, costs and expenses of any nature whatsoever, including, without limitation, reasonable legal fees and professional accountants' fees, arising from or in any way related to its Acts, the Client's interaction with any Host, the reservation or cancellation of a Service as well with any breach of the Terms of any law or rights of a third party.**

The Client accepts that under no circumstances, Host a Pet, its affiliates, partners, associates, directors, employees, agents or third parties will be responsible for any direct, indirect, accidental, special or incidental damage that results from its capacity or incapacity to use the Platform or the Services, including your reliance on any information obtained through the Platform that results from errors, omissions, interruptions, deletion or corruption of files, viruses, delays in operation or transmissions or any other failure in the performance. This limitation of liability shall apply to any action, whether contractual, tort or any other form of claim, even if an authorized representative of Host a Pet has been advised of the possible damages. By using the Platform, the Client understands that this paragraph shall apply to all Content (belonging to the Client, Host or Host a Pet), goods and Services available through the Platform, except in the case where the exclusion or limitation of incidental or consequential damages is prohibited by law.

The Client agrees that the limitations specified in this clause will apply even if any limited defence specified in these Terms has failed in its essential purpose, the Client also expressly acknowledges and accepts that Host a Pet has established its prices in accordance with these Terms, subject to the limitations of liability specified herein.

To the maximum extent permitted by applicable law, in no event will Host a Pet be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, and/or consequential, arising out of or relating to the conduct of you or anyone else in connection with the Service or the Platform, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from reliance on information or content posted on or transmitted through the Services or the Platform, or for any interactions with other users of the Services or the Platform, whether online or offline. This includes any claims, losses or damages arising from the conduct of users who attempt to defraud or harm the Client.

Except for the limited reimbursements approved by Host a Pet under the refund amounts payable by Host a Pet that are set forth in Cancellations section, in no event will Host a Pet's aggregate liability to a Client or any third party in any matter arising from or relating to the Service or these Terms exceed the amounts paid by you to Host a Pet (specifically excluding amounts paid to Hosts) during the twelve (12) months preceding the event that gave rise to liability or, if you have not paid Host a Pet for the use of any Services, the amount of \$100.00.

#### **LINKS TO THIRDPARTY WEBSITES**

You may find on the Platform some hyperlinks leading you to other websites which are not under the control or responsibility of Host a Pet. Host a Pet has no means of controlling these websites and is not responsible for, nor guarantees the availability, reliability or legality of such websites. Host a Pet does not endorse or approve the contents to which these websites give access and excludes all liability and warranty in relation to them. **If you access thirdparty websites, you do so at your own risk.**

#### **SUBMITTING IDEAS**

Any comments or suggestions regarding the Platform, its functionalities or the commercial activities in which Host a Pet is or may be engaged that you may send to Host a Pet may be used, adapted or implemented by Host a Pet without any obligation of remuneration or any other form of compensation.

#### **NOTIFICATIONS**

Any notice which is required or permitted to be given under the Terms must be made in writing and will be deemed to have been validly given if sent by email or by registered mail to the following address:



**Customer Service — Host a Pet INC.**

5445 de Gaspé  
Montreal (Quebec)  
H2T 3B2

Mobile No.: 514-416-8427

Email: support@hostapet.com

If Host a Pet needs to communicate with you, it will (i) send you an email to the last address provided in your Account; or (ii) post such communication in your Account on the Platform. All communications sent by email will be deemed received the date on which such email is sent.

**CONFIDENTIALITY**

For the purpose of the Terms, “**Confidential Information**” means any information disclosed by Host a Pet or its affiliates, subsidiaries or Clients and suppliers to the Host, in relation with the Services, the operation or improvement of the Platform, in any form and medium, verbally, electronically, visually, in writing or in any other tangible form, including, without limitation, any formulas, databases, rules, articles, studies, brochures, publications, manuals, systems, procedures, reports, technical reports, minutes, knowhow, industrial secrets, patents, copyrights, software, licenses, personal data, inventions, algorithms, techniques, processes, plans and marketing projects, advertising, strategies, forecasts, confidential information of third parties, lists of clients, contacts, suppliers, business plans, market analyses, market knowledge or any other technical, economic or business information or any information related to the operations, business development, product development, development of new projects, finances, marketing, advertising, commercial promotions, logistics or promotional exchange operations of Host a Pet.

The Client undertakes not to seize, use or exploit, for itself or for third parties, directly or indirectly, for its own benefit or that of third parties, and not to disclose to third parties the Confidential Information, to which the Host has had, has or will have access in the future. In addition, the Client undertakes to take all reasonable measures to prevent any prohibited dissemination and/or misuse of any Confidential Information.

The Client may only disclose Confidential Information for the purposes for which the parties have disclosed such Confidential Information and with whom they must have signed a Confidentiality Agreement, where at least the same confidentiality obligations are established. Therefore, the Client undertakes not to disclose, seize, use or exploit the Confidential Information, itself or with third parties, directly or indirectly, without the prior consent and express written authorization of Host a Pet. The obligation of confidentiality will be in force indefinitely, even when the contractual relationship between Host a Pet and the Client is terminated, cancelled or suspended for any reason.

The obligations of confidentiality and limited use of Confidential Information shall, however, not be applied to any information that, as evidenced by documents:

- (a) is already in the Client lawful possession prior to receipt from Host a Pet;
- (b) was in the public domain at the time of disclosure thereof to the Host by Host a Pet or thereafter becomes public or available to the public by publication or otherwise through no act or failure to act on the Client's part;
- (c) corresponds to that furnished to the Client by a third party in lawful possession of such information that is not under a confidentiality obligation to Host a Pet.

Confidential Information disclosed to the Client by Host a Pet shall not be deemed to be within the foregoing exceptions merely because such Confidential Information is embraced by more general information in the public domain or in the Client prior possession or subsequently acquired by the Client from a bona fide third party source. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the Client prior possession or are subsequently acquired by the Client from a bona fide third party source.

#### **SEVERABILITY**

If it is determined that any term, condition or provision of the Terms is illegal, invalid, void or for any reason, inapplicable, the validity and application of the other terms, conditions and provisions will not be affected or impaired in any way.

#### **NO IMPLIED WAIVER**

The fact that Host a Pet does not insist on the full performance of an obligation under the Terms or does not exercise any right conferred upon it shall not be deemed as a waiver of performance of this obligation or this right. Any waiver by Host a Pet of any right granted to the Client under the Terms shall be valid only if it is in writing and apply only with respect to the right and circumstances expressly set forth in such waiver.

#### **ASSIGNMENT**

The Client may not assign or transfer the rights and obligations (including its certification to provide Services) derived from the Terms, without the prior written consent of Host a Pet. Host a Pet may assign or transfer the Terms at its sole discretion and without any restriction. Notwithstanding the foregoing, the Terms will bind and will be in the best interest of the parties, their authorized successors and assigns.

## **JURISDICTION, GOVERNING LAW AND RESOLUTION OF CONFLICT**

Host a Pet maintains and controls the Platform from its offices in Montreal (Canada). Your access to and use of the Platform, the Services and the Terms herein are governed by and construed in accordance with the laws of the province of Quebec and the federal laws of Canada applicable herein, without giving effect to any principles of conflicts of law.

You hereby agree and irrevocably consent to the exclusive jurisdiction of the federal and provincial jurisdiction courts, sitting in and for the judicial district of Montreal on these issues, to elect domicile in Quebec and waive any objection based on lack of territorial jurisdiction or on any demand based on the notion of *forum non conveniens*.

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