

TERMS OF USE FOR HOSTS

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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**", "**you**" or "**your**") and pet owners ("**Clients**") 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 (collectively with these terms of use referred to as the "**Terms**"), constitute a mandatory binding legal agreement between you, as a Host, and Host a Pet. The Terms govern all use of the Platform, as a Host.

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 and providing any Services, you irrevocably accept the Terms. As it is your intention to register as Host, 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 as a Host.

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 providing 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 access to and use of that section of the Platform.

ELIGIBILITY TO BE A HOST

Subject to the certification process described hereunder, only resident of Canada and individuals aged 18 years or older with full legal capacity to use the Platform and be bound in accordance with the Terms are authorized to create a user account and use the Platform as a Host. However, should the law require that you are older than 18 years of age to act as a Host, the minimum age would then be the one provided by law.

If you open an account on behalf of a company, organization or other entity, the term "you" refers to you as the individual and the entity named. You further represent and warrant that you are entitled to grant all the permissions and licenses herein and to bind the entity under the Terms and that you agree to the Terms on behalf of the entity.

HOST ACCOUNT AND PASSWORD

In order to use certain of the functionalities of the Platform and become a Host, subject to the certification process described hereunder, you must create an account (your "**Account**"). To create your Account, you shall provide the following information:

The name of your company, organization or entity, (or the name under which you do business), if applicable

- First and last name

Username
Email address
Password

All registration information, as well as any other information provided by and related to the Host, will be preserved according to our Privacy Policy. The Host must provide real, truthful and accurate information to register as a Host and shall keep this information up to date. You agree not to impersonate anyone and not to maintain more than one Account. The Host undertakes to keep his/her information updated, accurate and complete. Host a Pet reserves the right, at its sole discretion, to deny you access to the Platform or suspend or cancel your Account and block your access to the Platform if you create more than one Account or if it is demonstrated that the registered information is inaccurate, fraudulent, outdated, incomplete or violates the Terms.

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 Host.

For any request to close your Account or to report an abusive or fraudulent use of your Account, please contact our [Customer Service](#).

CERTIFICATION PROCESS

In order register as a Host, you shall satisfactorily go through a certification process, which may be done through digital means of communication or with a representative of Host a Pet including, but not limited to, the online exam. In addition, you must be certified in accordance with Host a Pet guidelines at all times. Provided that you complete the aforementioned certification process (including the online exam) to the satisfaction of Host a Pet, you, as a Host, may begin to offer Services on the Platform. The Host must have **at least two (2) years' experience** in the field of the Services that he/she wishes to provide and be able to provide evidence of this experience to Host a Pet. Additionally, the Host must provide to Host a Pet references with respect to the quality of its services and its experience with pets. If the Host fails to provide this information, fails the online exam or for any other reasons, at the sole discretion of Host a Pet, Host a Pet reserves the right to not activate the Account and will prevent the Host from offering any Services on the Platform.

FORMS OF REGISTRATION

The Host 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 Host 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 Host will make available to Host a Pet, on the Platform, certain public content that is in its ThirdParty Account.

However, such information will be subject to the privacy settings of each ThirdParty Account.

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 Host. Hosts who access the Platform with a ThirdParty Account do so at their own risk.**

COMMISSION

Upon acceptance of the reservation of a Service by the Host, Host a Pet will charge and retain a commission of 16% (sixteen percent), excluding taxes, on the total amount charged by the Host for the Service to be provided to a Client (the "**Commission**"). The charge to the Client will be made through the payment service provider of the Platform from time to time.

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. Host a Pet shall pay to the Host the corresponding amounts (after the deduction of the Commission and any applicable taxes) within five (5) business days after the completion of the Service. The Host hereby expressly mandates Host a Pet to, on behalf of the Host, to charge the Clients the corresponding amounts for the Services requested by the Clients, for the sole purpose of delivering these amounts to the Host.

LICENSE

Subject to the payment of the Commission, Host a Pet grants the Host 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 Clients on the Platform, provided also that at all times, the Host complies with the Terms and makes any and all transactions with the Clients solely and exclusively using the Platform (the "**License**").

CATALOG OF SERVICES

The Host may, on its Account, create and post a catalog describing its Services to offer said Services to Clients and provide them with additional information (the "**Catalog of Services**"). Clients will be able to request a reservation for Services directly on the Platform. In such case, the Host shall accept the reservation within three (3) business days; otherwise, the reservation request will automatically be cancelled.

ADVERTISING

Prior to publishing any advertisement or any other form of publicity on the Platform (the "**Advertisement**"), the Host will be asked several questions regarding the Services to be provided, including the location, capacity, size, characteristics and availability, as well as prices and norms related to his/her Services. All Advertisements shall have a valid physical address and the Host must have completed the certification process established by Host a Pet in order to publish any Advertisement on the Platform. **The Host 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 Clients will be made exclusively via the Platform.**

The Host may use photos and will be responsible for the Advertisement of his/her Services and undertakes not to use said photos or any other images if they do not accurately represent the premises where the Services are to be provided.

The Host understands and acknowledges that any Advertisement 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.

The Host accepts and agrees that he/she is responsible for its own acts and omissions, as well as the acts and omissions of any person who lives or is present at the place where the Services are provided.

The Host accepts and agrees that the ranking of the Advertisement in the search results may depend on several factors, including, among others, the preferences of the Client and the Host and the reviews received by the Clients.

Featured Advertisement

The featured advertisement option increases your Advertisement's visibility by displaying a second copy in the featured advertisements section at the top of the search results so more people can see your Advertisement because of its strategic position. To find out the price of each package for Featured Advertisement as well as the options included, click [here](#).

HOST'S CONTENT

The Host 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 Host to publish some content (collectively with the Catalog of Services, the "**Host Content**" or "**Your Content**"), provided that the Host Content shall concern exclusively the offer of Services.

You retain the copyrights to Your Content and the information you submit or publish on the Platform. The Host, by publishing the Host 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 Host 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 contains 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 Host 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 Host.

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 behavior, 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 Host 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 Host's Content that Host a Pet deems derogatory in order to sanction the behavior of the offending Host.

Host a Pet may access, preserve and disclose the Host 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 (iv) protect rights, assets or security of Host a Pet, its users or the general public. The Host 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 Host 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.

PREMIUM COVERAGE PLAN

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 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 fault and negligence of the HOST;*
- *Traffic accidents caused by motorized vehicles due to 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 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 to 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. 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 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.

INSPECTION

By registering as a Host, you expressly accept and agree that Host a Pet will have the right, at its discretion, to visit the premises where the Host offers its Services, in order to verify the condition of the premises, the quality of the facilities and that the characteristics correspond to those specified in the Catalog of Services or any Advertisement. Failure to comply with this provision, as well as the refusal of Host for Hot a Pet to authorize Host a Pet to carry out these verifications, will result in the immediate termination of the contractual relationship between Host a Pet and the Host without the need for a judicial or extrajudicial motion. A written notification to Host, either at his/her last registered address in his/her Account, or via any electronic means, including email or notification on your Account, will suffice in such an event. Additionally, Host a Pet will have the right to cancel the Host's access to and use of the Platform and delete any of Your Content. In such a case, the license to use the Platform will be rightfully terminated. All of these actions on the part of Host a Pet will be done without any prejudice to the legal actions to which Host a Pet is entitled for any additional breach or responsibility.

RELOCATION OF A PET

Host a Pet expressly reserves the right, in its sole discretion, to relocate a pet from the Host facilities, if deemed necessary, for the safety of the Host, of any other person or 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 relocation. In such case, Host a Pet will find another Host with a similar fare and pays the new Hosts with the Client fees 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

The Host shall use his/her best knowledge and skills to ensure the satisfactory performance and quality of the Services rendered. In addition, each Host will only be able to attend to or provide Services for a **maximum of four (4) pets simultaneously**. In case you wish to provide Services to a larger number of pets simultaneously, or, in the event you have accepted larger reservations than the allowed capacity, you, as a Host, must inform Host a Pet and, where appropriate, Host a Pet will review the situation and, as the case may be, offer alternatives to the Clients, coordinate the Services with other Hosts or authorize the Host to carry out 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 practice 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 Host shall evaluate the Client's experience and level of satisfaction and his/her pets using the forms provided by Host a Pet on the Platform.

REPORTING

The Host shall inform and report to Host a Pet any updates or new information regarding a Client's pet noted during the performance of the Services. The Host shall send to Host a Pet 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, at least three (3) times a day during the performance of the Services. For greater certainty, if the provision of the Service is less than one (1) day, the Host shall send to Host a Pet and to the Clients 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, at least three (3) times during the provision of the Service. 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

The Host shall inform Host a Pet as soon as possible 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). In such case, Host a Pet (or the Host upon request from Host a Pet) may (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 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, which must be appropriate and not disproportionate to the judgment and discretion of Host a 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 have no obligation to reimburse the Host for the cost incurred by Host in this 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 in this respect. 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.

Except for the License, no license or right of use is conferred upon you or can be inferred from your use or 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 an hyperlink, without the prior written consent of Host a Pet, unless the law or the Platform functionalities expressly permit this. The Host 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 for the defense of Host a Pet.

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 Host 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 Host 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 Host 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 Host to:

- (a) contact or harass any user of the Platform, collect or store personal information relating to any Client 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 Client and then offer the same 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 Host may cancel its Account at any time by sending an email to support@hostapet.com. The Host 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 the Host desires to cancel its Account, all confirmed reservations with Clients will be automatically canceled.

The Host understands and agrees that Host a Pet has no obligation to provide services to the Host or to maintain your certification as a Host and your access to your Account.

The Host 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 your 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 Host, in the event of a breach of the Host's obligations in accordance with the Terms, or for contravening any applicable legal provision. In such case, the Host 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 Host, 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 favor, in the case where some conduct on the part of Host generates an injury or damage.

INDEPENDENT CONTRACTOR

Both parties recognize that the performance of Services is not subordinated to each other. There is no employment relationship between Host a Pet and the Host. Therefore, Host a Pet shall not be liable for any tax or withholdings, including, but not limited to, unemployment coverage, employee liability, social security or payroll tax withholdings in relation to the use of the Services, except for the types of Service where sale taxes are applicable.

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 him, and that is not made available to the Host by Host a Pet, including all the labor and social security obligations resulting therefrom, are the sole responsibility of the Host. Therefore, the Host agrees to hold Host a Pet free 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 Host shall use the Platform only to offer his/her Services in response to a request for services and to communicate with Clients 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 Host acknowledges, accepts and agrees that the Platform provides a communications channel for the Host in order to get in touch with Clients, clarify doubts Clients may have, send comments and any relevant details about the pet or the Services, before, during and after the Services. All communications between the Host and a Client 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 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. The Host expressly recognizes and accepts that he/she will perform the acts necessary to preserve the integrity and health of the Client's pet, until instructions from Host a Pet are received.

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.

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 have no obligation to reimburse the Host for the cost incurred by Host in this situation.

CANCELLATIONS

The Client has the right to cancel a reservation at all times. If, after acceptance of a reservation by the Host, the Client cancels said reservation within **24 hours or more from checkin date**, the Client will be reimbursed 100% of the fee registered by the Host, but discounting the Commission. The Host will not be paid because he/she didn't deliver the Services.

If the Client cancels a reservation that was confirmed and paid, **within less than 24 hours from the checkin date**, the Client will be reimbursed 70% of the fee registered by the Host, discounting the Commission.

If the Client cancels a reservation and the pet is under the care and responsibility of the Host, the charge to the debit or credit card will be applied for the total amount of the Services provided.

If a cancellation is requested by the Host, this will be reviewed by Host a Pet, since it is the responsibility of the Host to accept only those reservations that it is able to attend to. Host

a Pet views these requests for cancellation as red flags which could eventually lead to a possible suspension or cancellation of your Account. In this respect, Host a Pet will consider the following criteria:

- (a) if the Host cancels an already initiated reservation due to incompatibility or for any other major cause, the Host must report immediately to Host a Pet for a possible relocation of the pet. The Host will not be paid for the days the Services were not offered or provided to the Client;
- (b) if the Host cancels a confirmed and paid reservation, the Client will be reimbursed 100% of the fees, including the Service Fee from Host to Pet.

In any case and regardless of the Host cancellation policy, Host a Pet will have the right to charge a cancellation fee equivalent to 16% (sixteen percent) of the value of the reserved Services. Clients shall be informed of this cancellation fee during the reservation process. **[Note BCF: Is it in addition to what is provide above?]**

In the event that the Host is not able to provide the Services, it should immediately contact Customer Service. Any cancellation at the request of the Host must be duly justified to Host a Pet.

LIMITATION OF LIABILITY AND INDEMNIFICATION

The Host hereby recognizes that he/she voluntarily wishes to provide Services to a pet belonging to someone else that is not familiar with the Host or with people at the premises where the Services will be carried out, assuming the inherent risks involved in performing such Services. **For greater certainty, the Host expressly assumes the risk that he/she or any other person present at its home or the premises where the Services are provided may end up suffering some damage, including material damages or personal injury. It is recommended to hold an introduction meeting with the Client and his/her pet before accepting a reservation for any Service. The Host 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 Client has any responsibility to reimburse or cover the expenses for material damages that a Client's pet may cause and therefore the Host can't claim from either Host a Pet or the Client any refund or compensation for any type of damages caused by a Client's pet.**

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 Host, in its name and on behalf of the people who are in the premises where the Services will be carried out, expressly releases and discharges Host a Pet from any 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 Host's information or the Host Content; (c) any dispute with a Client or other user of the Platform; (d) any damage or injury suffered by 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; or (g) 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.

Host a Pet is not responsible for the Host Content or for any acts or actions the Host may or may not do in connection with the Platform or the performance of Services (the "Acts"). The Host 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 Host 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 Host's interaction with any Client, the reservation or cancellation of a Service as well with any breach of the Terms of any law or rights of a third party.**

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.

3574D, Aylmer Street
Montréal (Québec) H2X 2B8

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 Host 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 Host undertakes to take all reasonable measures to prevent any prohibited dissemination and/or misuse of any Confidential Information.

The Host 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 Host 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 Host is terminated, canceled 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 Host 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 Host's part;
- (c) corresponds to that furnished to the Host by a third party in lawful possession of such information who is not under a confidentiality obligation to Host a Pet.

Confidential Information disclosed to the Host 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 Host prior possession or subsequently acquired by the Host 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 Host prior possession or are subsequently acquired by the Host 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 Host 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 Host 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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