

Terms of Service

Effective: May 1, 2020

1. Contractual Relationship:

These Terms of Service (the “**Terms**”) are a binding legal agreement between you and AMENI SERVICE & TECHNOLOGY INC., a company incorporated under the laws of CBCA with a registered office at 235 Queen Street Ottawa, Ontario K1A 0H5 (“**Ameni**,” “**we**,” “**us**” and “**our**”). The Terms govern your use of our software applications, resources and services for Owners and pet providers to find each other, communicate with each other, and arrange for the provision of pet care services (collectively, our “**Ameni Service**”). If you do not agree or are unable to agree to be bound by these Terms, you do not have the right to use the Ameni Service. Failure to use the Site in accordance with these Terms may subject you to civil and criminal penalties. In addition, when using certain features of the Services, you also will be subject to the guidelines, terms, and agreements applicable to such features (“**Policies**”). All such Policies are incorporated by reference into these Terms. If these Terms are inconsistent with any Policy, the Terms will control. You understand and agree that Ameni may amend the Terms related to the Services from time to time. Amendments will be effective upon Ameni’s posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access and use of the Ameni Service after we post the modified Terms will constitute your consent to be bound by the modified Terms.

2. Ameni Service.

The Nature

The Ameni Service is designed to help Owners (“**Owners**”) find, communicate with and interact with providers of pet-related services (“**Providers**”) through a desktop Web application, mobile applications, and other related tools, support and services.

Ameni is a neutral venue for Providers and Owners. Ameni is not a Provider, and we are not involved in the transactions between Owners. We make no representations or warranties about the quality of boarding, day caring, dog walking, or other services offered by Providers, or about your interactions and dealings with owners. Providers listed on Ameni are not under the direction or control of Ameni, and Providers determine in their own discretion how to provide Pet Care Services. Ameni is not a referral, matching or placement service and does not provide, refer, place, offer or seek to obtain employment or engagements for any of its Owners whether online or offline. We conduct a review of providers profiles when they sign up and we may facilitate background checks on providers conducted by a third party, but, except where explicitly specified in the Ameni Terms, we do not otherwise screen Providers and Owners. You should exercise caution and use your independent judgment before engaging a Provider, providing Pet Care Services, or otherwise interacting with owners via the Ameni Service. Owners and Providers are solely responsible for making decisions that are in the best interests of themselves and their pets. Ameni does not have control, supervise or provide equipment to the providers, and we further make no representations about the

Owners and their conducts or disclaims. For example, each owner of the Ameni Service is responsible for keeping current his or her own pet's vaccinations, and we will have no liability for anyone's failure to vaccinate his or her pet.

Liabilities

As an owner, you acknowledge and agree that the entire risk arising out of your use of the Site, including listing and booking Host-Provided Services, is entirely your own. You acknowledge and agree that Ameni is not liable for any damages associated with the administration of pet boarding or other Host-Provided Services, which may include but are not limited to, bodily injury or death to your pet (whether caused by the providers, any family member, friend, pet or other affiliate of the providers or any other third party).

Transactions

The Ameni Service may be used to find and offer Pet Care Services and to facilitate payment, but all transactions conducted via the Ameni Service are between Owners and Providers. Except for the limited refunds and "Reservation Protection". Any suggested or default terms we provide are for owners' convenience only and do not constitute legal or other advice. Nor do they constitute any sort of guarantee or warranty regarding the Services, or the accuracy of any information implied by, or compliance with the terms or the proposed transaction.

Bookings

Some Services that are offered by providers (e.g.: pet boarding) are not appropriate for all pets, especially aggressive poorly socialized pets. You acknowledge that it is your sole responsibility, as a Owner, to determine if the applicable Service is best for your pet and to select the providers carefully. Owners and Providers transact with each other on the Ameni Service when they both agree to a "booking" that specifies the fees, time period, cancellation policy, and other terms for provision of Pet Care Services via the booking mechanism provided on the Ameni Service. Some Services that are offered by providers (e.g.: pet boarding) are not appropriate for all pets, especially aggressive poorly socialized pets. You acknowledge that it is your sole responsibility, as a Owner, to determine if the applicable Service is best for your pet and to select the providers carefully. During booking process, any party is not obligated to accept your (or any) request and may, at their discretion, decline for any reason. You acknowledge that, once you complete a Booking, you agree to honor the price and other terms of that Booking, as acknowledged in the Booking confirmation.

Evaluating

Owners are solely responsible for evaluating the suitability of Providers for the services they offer to provide. Ameni does not endorse reviews of Providers by other Owners that may be available via the Ameni Service, and Ameni makes no commitments that such reviews are accurate or legitimate.

Re-homing

Owners who arrange for Pet Care Services and fail to retrieve their pet after the service period identified in a Booking agree that Ameni may, in its (or his or her) sole discretion,

place the pet in foster care, transfer care to animal control or other law enforcement authorities, or find other alternate care. Owner agrees to reimburse Ameni and/or the Provider for all costs and expenses associated with such actions. Furthermore, Ameni reserves the right, in its sole discretion, to remove an Owner's pet from a provider's care should Ameni deem it necessary for the safety of a pet, the provider, or any persons living with the provider. Prior to removing a pet from the care of a provider, Ameni will try to contact the Owners to arrange alternative care. If you are an owner, you authorize your pet's veterinarian(s) to release your pet's veterinary records to Ameni in connection with any such relocation or re-homing of your pet. In addition, you are responsible for and agree to pay all costs and expenses incurred by Ameni in connection with such transfer.

Emergencies

We recommend that Owners give their Providers contact information where they can be reached in the event medical care for a pet becomes necessary. Providers agree to immediately contact Owners in the event such care becomes necessary, or if the Owner is not available to contact Ameni at the applicable telephone number or email address. If you are an owner, you hereby authorize your Provider and Ameni 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 Ameni. If your Provider reaches you with a request to authorize medical care for your pet and you refuse, you release the Provider and Ameni for any injury, damage or liability arising from failure to seek such care, including from reimbursement that may otherwise have been available under the Ameni Protection Program. Owners are responsible for the costs of any such medical treatment for pets and, if you are an owner, you hereby authorize Ameni to charge your credit card or other payment method for such costs. In certain circumstances, an owner may be eligible for reimbursement under the Ameni Protection Program. Ameni recommends that all owners have adequate pet insurance to cover the costs of veterinary care. As a provider, you acknowledge and agree that neither Ameni nor an owners have any responsibility to reimburse or otherwise cover you for any property damage that may be caused by an owner pet, and you hereby agree not to seek any such reimbursement or other damages from Ameni or an owner or guest pet's owner(s) in the event of any such property damage.

Consultation

Ameni may offer Owners and Providers phone, chat, or email veterinary consultation services from a third party to provide an educational resource for decisions you make about your own pets or pets in your care. These consultation services are provided by a third party, and are not a part of the Ameni Service. If you use these third party consultation services, you should use them only in conjunction with, and not as a substitute for, professional veterinary care. You agree to resort solely to the applicable third party consultation service in the event of any claims arising from their services.

3. Eligibility

The Site, Application and Services are intended solely for persons who are 18 or older. Any access to or use of the Site, Application or Services by anyone under 18 is expressly prohibited. By accessing or using the Site, Application or Services you represent and warrant that you are 18 or older. If you are under 18 years old, you may not use the Site.

- For Owners, this means, among other things, that you will ensure that your pets are vaccinated, licensed, identification-tagged and/or microchipped as required by local laws or regulations; that you have obtained and will maintain any mandatory insurance policies concerning the pets whose care you entrust to Providers.
- For providers, this includes that you are legally eligible to work in the jurisdiction where you provide your services, you have complied and will comply with all laws that are applicable to you, and you have obtained all business licenses, permits, other permissions and fulfilled any other necessary requirements to legally provide services. For providers and each member of your household have/has never been convicted of, or is/are currently pending trial for, any felony, any criminal offense involving violence, abuse, neglect, fraud or larceny, or any offense that involves endangering the safety of others.

You acknowledge that Amnei is entitled to rely on these commitments from you, is not responsible to ensure that all owners have complied with applicable laws and regulations, and will not be liable for an owner's failure to do so.

4. Use of Site

Registration

In order to use some aspects of the Ameni Service, you will be asked to create an account and to provide us with certain information about yourself (your "Owner Content"). Your Owner Content will be used in accordance with our Privacy Policy. You are responsible for providing accurate, current and complete information in connection with your account registration. You agree not to impersonate anyone else and not to maintain more than one account. You are responsible for maintaining the confidentiality of your username and password for the Ameni Service and are responsible for all activity under your account. You agree to notify us promptly of any unauthorized use of your account.

Your Conduct

When you use the Ameni Service, you agree:

- To use the Ameni Service only in a lawful manner and only for its intended purposes.
- Not to use the Site to find a Host or other provider of Third-Party Services or Owner and then complete the transaction offline in order to circumvent your obligation to

pay for the Service;

- Not to use the Ameni Service to arrange for the care of: (a) exotic or inherently dangerous pets such as venomous snakes or constrictors, primates, wolves or wolf hybrids, non-domesticated cats, alligators, horses or other livestock; (b) any animal whose ownership or third-party care is prohibited under applicable law; or (c) any animal that has a history of, or which has been trained for, attacks on pets or people.
- Not to submit viruses or other malicious code to or through the Ameni Service.
- Not to use the Ameni Service, or engage with other owners of the Ameni Service, for purposes that violate the law.
- Not to use the Site or Services to recruit, or solicit owners for employment, or contact owners to conduct business on behalf of a third party sitting service or network of providers;
- Not to use the Ameni Service for purposes of competing with Ameni or to promote other products or services.
- Not to post reviews about Providers that aren't based on your personal experience, that are intentionally inaccurate or misleading, or that violate these Terms.
- Not to post content or materials that are pornographic, threatening, harassing, abusive, or defamatory, or that contain nudity or graphic violence, incite violence, violate intellectual property rights, or violate the law or the legal rights (for example, privacy rights) of others.
- Not to post "spam" or other unauthorized commercial communications.
- Not to use automated scripts to collect information or otherwise interact with the Service or the Site except through intentionally provided APIs;
- Not to fail to add each and any resident pet to a public profile and/or remove resident pet information that creates an inaccurate portrayal of the resident pets on property;
- To use the Ameni Service only for your own purposes, and not to impersonate any other person.
- Not to transfer or authorize the use of your account for the Ameni Service by any other person, or to engage in fraudulent transactions.
- Not to provide false information in your profile on, or registration for, the Ameni Service, or to create multiple or duplicate accounts.
- Not to infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- Not to interfere with our provision of, or any other owner's use of, the Ameni Service.
- Not to solicit another owner's username and password for the Ameni Service or any other sensitive personal information, including bank details.

Suspension and Termination

You understand and agree that we have no obligation to provide the Ameni Service in any specific location or territory, nor to continue providing it once we have begun. We reserve the right to suspend or terminate your access to the Ameni Service: (1) if in our discretion your conduct on the Site or Ameni Service is inappropriate, unsafe, dishonest, or in breach of these terms; or (2) if necessary in our discretion to protect Ameni, its owners, pets, or the public. You may suspend or terminate your use of the Ameni Service at any time and for any reason.

If you wish to deactivate your account, please contact Ameni. Ameni also expressly reserves the right, in its sole discretion, to terminate a provider's access to any interactive services and/or to any or all other areas of the Site due to one or more negative reviews provided to Ameni by Owners or Members. These reviews are typically, but are not required to be, associated with a Service provided by a Host through Ameni. Note that if you have any outstanding payment obligations, those will survive suspension or termination of your account.

Privacy

Our collection and use of your personal information on the Ameni Service is described in our Privacy Statement.

7. Your Content.

Your Content

As an owner of the Site, you may have the opportunity to post or transmit Owner Content, such as Owners profiles ("Profiles"), reviews of Providers ("Reviews"), and messages to other Owners or on group forums. You are solely responsible for any Owner Content you post on the Site or transmit to other Owners, and once posted or transmitted, cannot always be withdrawn.

License

Except for the limitations on our use and disclosure of personal information described in our Privacy Statement, to the maximum extent and duration permitted under any applicable law, you grant Ameni an irrevocable, perpetual, non-exclusive, fully paid worldwide license to use, copy, perform, publicly display, reproduce, adapt, modify, transmit, broadcast, prepare derivative works of, and/or distribute Your Content in connection with providing and/or promoting the Ameni Service, and to sublicense these rights to third parties.

Release

If your name, voice, image, persona, likeness, or performance is included in any of Your Content, you hereby waive, and release Ameni and its owners from, any claim or cause of action, whether known or unknown, for defamation, copyright infringement, invasion of the rights of privacy, publicity, or personality, or any similar claim arising out of the use of Your Content.

Warranties

You represent and warrant that (1) you are the owner or licensor of Your Content, and that you have all rights, consents and permissions necessary to grant the license and make the release with respect to Your Content, (2) that you have any necessary consents and releases from individuals who appear or whose pets appear in Your Content; and (3) Your Content does not violate the law or these Terms.

Content Removal

We may, but we have no obligation to, monitor Owner Content submitted on the Site, including Profiles, Reviews or other Owner Content. We may remove any such information, and material that in our sole opinion either (i) violates, or may violate, any applicable law or either the letter or spirit of these Terms, (ii) might be offensive, illegal or that might violate the rights, harm, or threaten the safety of Owners or others, or (iii) is determined to be inappropriate for any other reason at the sole discretion of Ameni.

Reviews

Owners will have the opportunity to provide Reviews about Providers whose services they have used. Reviews should not include any personal information about a Providers that is not disclosed in the Provider's public Profile. Reviews should be limited to your personal first-hand experience and should be factually accurate. You acknowledge that even private reviews may be shared with third parties in accordance with applicable law and our Privacy Statement and that Ameni has no obligation to preserve or indefinitely store any reviews. If you are a Provider, we have no obligation to provide you with the content of any reviews about you submitted by other owners of the Ameni Service, whether before or after termination of your account for the Ameni Service. We will have no liability to you for any deletion, disclosure, loss or modification of these reviews. We reserve the right to screen, edit or remove these reviews from the Ameni Service at any time.

Listing Prices

If you post a listing offering pet related services, or other Third Party Services through the Site which is accepted by you and an owner, you acknowledge and agree that the price you specify for that listing will constitute an essential part of a binding agreement between you and the owner. You further agree not to alter the price once accepted.

8. Phone, Text and Mobile Communications.

In the event you deactivate a mobile phone number provided to us, you agree to update your Ameni account information promptly to ensure that messages are not sent to the person who acquires your old number.

9. Booking & Payment.

Process

Owners may purchase Pet Care Services from a Provider by completing a Booking. If you are an owner, you enter into a transaction with the Provider when you accept a Booking, and you agree to pay the total fees indicated in the Booking. The total amount Owners are charged for a Booking may also include a service fee payable to Ameni. Where required by law, the amount charged will also be inclusive of applicable taxes. The Provider, not Ameni, is responsible for performing the Pet Care Services. Providers may agree to provide Pet Care

Services to an owner by agreeing to a Booking. If you are a Provider, you must confirm the Booking before it expires or the Owner will have no obligation to complete the transaction. Once the Booking is completed by both parties, you agree to honor the price set forth in your Booking. The purchase of Pet Care Services is a transaction between the Owner and the Provider. Ameni's role is to facilitate the transaction. We will (either directly or indirectly through an authorized third party) collect payment from the Owner at the time of Booking and (except to the extent of any payment hold pursuant to initiate payment to the Provider's account 48 hours after completion of the service period indicated in the Booking. Providers are charged a service fee. Where required by law, the amount charged will also be inclusive of applicable taxes.

Accept & Reject

The Providers is required to either confirm or reject the booking within 24 hours of when the booking is requested or the Owner will have no obligation to complete the transaction. If the provider accepts the booking request (i.e. the booking is completed by both parties), they agree to honour the price set forth in their Booking and the full amount of the Host-Provided Service, inclusive of the Ameni Service Fee will be charged to the Owner's payment information on file immediately.

Currency

All fees, deductible amounts and other payments referenced on, or charged through, the Ameni Service are listed and payable in local currency.

Service Fee

We charge service fees for some aspects of the Ameni Service. If you are a Provider, except where otherwise specified via the Ameni Service, our service fee is calculated as a percentage of the fees an owner agrees to pay to you in a Booking and is collected from each Booking. The service fee for a Provider is a flat rate of 7% from each booking, and the safety fee for an owner is a flexible rate from 10% to 20% depends on the total service time.

Listing Fees

Please note that Ameni does not currently charge fees for the creation of Listings. However, you acknowledge and agree that Ameni reserves the right, in its sole discretion, to charge you for and collect fees from you for the creation of Listings.

Late Fees

If you are an owner, you acknowledge and agree that, if you fail to retrieve your pet at the end of the service period agreed in a Booking, you will be charged for additional service time at the daily rate established in the Booking. In addition, you agree to indemnify Ameni from, and agree that we may charge your credit card or other payment method for, any additional costs and expenses we or the Provider incur as a result of your failure to retrieve your pet at the end of the service period agreed in a Booking.

Additional Charge

For Flea Situations involving a Owner's Pet. Owner acknowledge and agree that, to the extent any situation arises where the Owner's Pet introduces fleas into a provider's home, the Owner's payment information may be billed for any amount to reimburse costs incurred attendant thereto. These costs may include, but are not limited to, costs associated with treating a provider's resident animals and/or home for fleas or flea prevention. It is the responsibility of all Owners to disclose any knowledge of flea issues associated with their pets to all providers before any Service is rendered.

Cancellations & Refunds.

- *Reservation Protection.* Ameni can help you find replacement Providers when Providers cancel Bookings near the start date of the service period identified in the Booking. The availability of the Reservation Protection depends on the timing of the cancellation and the type of Pet Care Services provided. The Member must contact Ameni's customer support to request any refunds.
- *Cancellations by Provider.* If a Provider cancels a Booking prior to or during the service period identified in the Booking, we will refund the care fees paid by the Owner for Pet Care Services not provided, as well as any service charge paid to Ameni and partial service fees. If you are a Provider, you can appoint a substitute Provider (as agreed by the Owner and so long as the substitute has an active account on the Ameni Service and has agreed in writing to accept a Booking) by contacting Ameni to modify the Booking. If you do not find a substitute and repeatedly cancel accepted Bookings without justification, Ameni may terminate your account. After reasonable cancellation, the provider can still receive the care fees for the services have already provided.
- *Cancellations by Owner.* A full refund is available if cancelled by 12:00pm the day before the service begins. 12:00pm is determined by the sitter's time zone. If cancelled later than 12:00pm the day before the service begins, a full refund of the care fee as well as any service charge is available, but the service fee will not be refundable. If cancelled after the service begins, a 50% refund of the care fee as well as any service charge is available for the first 7 cancelled calendar days from the cancellation request date. A 100% refund of the care fee as well as any service charge is available for any additional days. The service fee will not be refundable. If you are a provider, you can receive the care fees for the services have already provided.
- *Force Majeure.* The cancellation policies described herein may not apply in the event of certain emergency situations beyond the control of Providers and/or Owners that make it impossible or impractical to perform agreed Bookings, such as evacuations resulting from earthquake, hurricane, wildfire, flood, war, riots or other similar disaster. In such cases Ameni may, in its reasonable discretion, issue refunds under terms.
- *Refunds for Failure to Perform.* If we determine in our reasonable discretion that a Provider has failed to provide Pet Care Services as agreed with the Owner or is otherwise in breach of these Terms, then we may, in our reasonable discretion, cancel a Booking and/or issue a full or partial refund to an owner.

- *General Terms for Cancellations.* If you wish to cancel a Booking, you should use the mechanisms available through the Ameni Service to do so. The date of cancellation is the date that an owner cancels through the Ameni Service, regardless of any separate communications between owners outside of the Ameni Service.
- *Payment Disputes; Payment Outside of the Ameni Service.* Ameni initiates payments to Providers 48 hours after completion of a Booking. Once these amounts have been disbursed, any further payment disputes are between the Owner and Provider, and Ameni has no obligation to mediate or facilitate any resolution. Further, Ameni has no responsibility or liability with respect to any tips, bonuses, or other payments made outside of the Ameni Service.

Payment Holds

If you are a Provider, Ameni reserves the right to issue a hold on amounts otherwise payable to you pursuant if there is a reasonable suspicion of fraudulent activity involving your account(s) or for other similarly compelling reason involving protection of Ameni, the Ameni community or third party rights. We may also recommend that third party payment providers restrict your access to funds in your account under the same circumstances.

Authorization to Charge

When you pay for Pet Care Services or for other services on the Ameni Service, you will be required to provide us with valid, up-to-date credit card or other payment information and to maintain that payment information (or an acceptable alternative payment method) on file with your account so long as you have any outstanding, confirmed Bookings. If we cannot charge you for fees when due because your payment information is no longer valid, or if we do not receive your payment when due, then you understand that neither Ameni nor the Provider will be responsible for any failure to provide services associated with those fees. Except as expressly provided in these Terms, all fees paid via the Ameni Service are non-refundable once paid.

Taxes

Except for taxes on Ameni's income and gross receipts or where Ameni is otherwise required to collect taxes, you acknowledge that you are solely responsible to pay any applicable taxes that arise as a result of your purchase, provision, or use of Pet Care Services via the Ameni Service. This includes, without limitation, any form of sales tax, VAT, or income tax on fees paid or received by you through the Ameni Service.

10. Background Checks

Ameni do not provide, and are not responsible or liable in any manner for, the Background Checks or Identity Verifications, and we do not endorse or make any representations or warranties regarding the reliability of such Background Checks or Identity Verifications or the accuracy, timeliness or completeness of any information in the Background Checks or Identity Verifications. We do not independently verify information in the Background Checks

or Identity Verifications. If you undergo a Background Check or Identity Verification via the Ameni Service, you hereby consent to the collection, use and disclosure of the information in the Background Check or Identity Verification, and you agree to provide complete and accurate information for your Background Check or Identity Verification. You understand and agree that Ameni may, in its sole discretion, review and rely on the information in the Background Check or Identity Verification in deciding whether to suspend or terminate or investigate a complaint about a Provider, but also that we are not obligated to do so, and are not responsible or liable in any way in the event that any information in any Background Check or Identity Verification is not accurate, timely or complete.

11. Third Party Services, Links

Ameni may contain links to third-party websites or resources (“Third-Party Services”). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Ameni is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Ameni of such Third-Party Services.

12. Indemnification

You agree to indemnify, defend and hold harmless Ameni and its affiliates, directors, officers, employees, agents, and Third Party Providers (collectively, the "Indemnified Parties") against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by Indemnified Parties in connection with a claim by a third party related to you or your use of the Site or Host-Provided Services: (1) transactions and interactions, online or offline, with other owners of the Ameni Service; (2) breach of these Terms; (3) disputes with other owners of the Ameni Service; (4) your misstatements, misrepresentations, or violation of applicable law; (5) property damage or personal injury to third parties caused by your pet or pets in your care; (6) Your Content; or (7) your use of any Background Check or Identify Verification information in violation of any applicable law. The Indemnified Parties reserve the right, at their own expense, to assume the exclusive defence and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the written consent of the relevant Indemnified Parties.

13. Intellectual Property

Copyright

All materials on the Site other than User Content are either owned by Ameni or are the property of Ameni’s suppliers or licensors. You may not use these materials except as we give you written permission to do so. You agree that we will have a perpetual right to use and incorporate into the Ameni Service any feedback or suggestions for improvement that you provide to us concerning the Ameni Service, without any obligation of compensation.

Trademarks

Ameni owns all rights in and to its trademarks, service marks, brand names and logos. If you are a Provider, Ameni grants you, for so long as you are in good standing on the Ameni Service, a limited, revocable, non-exclusive, non-transferable license to use the Ameni Marks solely: (1) in the form incorporated into goods, including customizable marketing collateral (promo cards, signage etc.), made available for purchase via the Ameni Store and/or (2) in any other manner specifically authorized in writing via the Ameni Service. As a condition of exercising such license, you agree that (1) all goodwill associated with your use of the Ameni Marks inures solely to the benefit of Ameni, and (2) such license immediately terminates upon your ceasing to be a Provider in good standing, whether at your own option or because Ameni suspends or terminates your rights to use the Ameni Service.

14. Disclaimers of Warranties

The information and materials found on the Ameni Service, including text, graphics, information, links or other items, are provided "as is" and "as available." Reviews, profiles, advice, opinions, statements, offers, or other information or content made available through the Ameni Service, but not directly by Ameni, are those of their respective authors, who are solely responsible for such content. To the maximum extent permitted by applicable law, Ameni and its third party providers make no representations, guaranties or warranties regarding the reliability, availability, timeliness, quality, suitability, truth, accuracy or completeness of the site or content associated with the site, or the results you may obtain by accessing or using the site and/or the content associated therewith. Without limiting the generality of the foregoing, Ameni and its third party providers do not represent or warrant that (a) the operation or use of the site will be timely, secure, uninterrupted or error-free; (b) the quality of any host-provided services, information, or other material you purchase, secure or otherwise obtain through the site will meet your requirements; or (c) any software offered via the site available are free of viruses or other harmful components. You acknowledge that neither Ameni nor its third-party providers control the transfer of data over communications facilities, including the internet, and that the site and/or content associated therewith may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

15. Limitation of Liability.

Exclusion of Certain Types of Damages

To the maximum extent permitted under applicable law, in no event will Ameni be liable to you for any indirect, special, incidental, or consequential damages, or for any business losses, or loss of profit, revenue, contracts, data, goodwill or other similar losses or expenses that arise out of or relate to the use of or inability to use the Ameni Service, including without limitation damages related to any information received from the Ameni Service, removal of your profile information or review (or other content) from the Ameni Service, any suspension

or termination of your access to the Ameni Service, or any failure, error, omission, interruption, defect, delay in operation or transmission of the Ameni Service, even if we are aware of the possibility of any such damages, losses or expenses.

Limit on Our Liability to You

As a provider, you acknowledge that (a) You agree that you are voluntarily agreeing to board or otherwise handle a pet belonging to another at your home or some other location. You are assuming all risk of personal injury, death or disability to you and/or your child/ward that might result or arise from the boarding or handling of this pet, or any damage, loss or harm to your reason or personal property which you or your children/child/ward may incur. You understand that the risks that come with boarding or handling a pet who is not accustomed to you, your children/child/ward, and your home or other location and that it has inherent risks; and. (b) You agree on behalf of yourself and/or your children/child/ward and your/their personal representatives, successors, heirs, and assigns to hold Ameni, its affiliates, officers, directors, agents, employees, and members (collectively, the "Releasees") harmless from any and all claims or causes of action arising out of the boarding or handling of this pet. You expressly release and discharge Ameni from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury or death to you and/or your children/child/ward, while the pet is boarding in your home or you otherwise provide any Host-Provided Services. Whether you are a Owner or a provider, you agree not to hold Ameni or its affiliates, officers, directors, employees, agents or third-party providers liable for any damage, suits, claims, and/or controversies (collectively, "liabilities") that have arisen or may arise, whether known or unknown, relating to your use of or inability to use the services or site, including without limitation any liabilities arising in connection with (a) any instruction, advice, act or service provided by Ameni or its affiliates, officers, directors, employees, agents or third party providers, (b) any destruction of your user content, (c) any dispute with any other user of the site, (d) providers' failure to provide services or provision of incomplete or poor services, (e) any injuries or harm suffered by you or any third party (including without limitation your family members, friends or other unrelated parties), (f) any injuries or harm suffered by any pets or other pets, (g) any damage or harm to real or personal property, or (h) any other conduct, act or omission of any other party, including without limitation stalking, harassment that is sexual or otherwise, acts of physical violence, or destruction of property. If, notwithstanding the foregoing exclusions, it is determined that Ameni or its affiliates, officers, directors, employees, agents or third party providers are liable for damages, in no event will the aggregate liability, whether arising in contract, tort, strict liability or otherwise, exceed one hundred US dollars (\$100.00), excluding any obligations to pay amounts to providers or refunds to Owners pursuant to these terms.

No Liability for non-Ameni Actions

To the maximum extent permitted by applicable law, in no event will Ameni 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 Ameni service, including without limitations, bodily injury, emotional distress, and/or any other damages resulting from reliance on information or consent posted on or

transmitted through the Ameni service, or for any interactions with other Owners of the Ameni service, whether online or offline. This includes any claims, losses or damages arising from the conduct of Owners who attempt to defraud or harm you. IF YOU HAVE A DISPUTE WITH A PROVIDER OR OWNER, YOU AGREE TO RELEASE AMENI FROM ALL CLAIMS, DEMANDS AND DAMAGES OF EVERY NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES, EXCEPT TO THE EXTENT STATED IN THE AMENI GUARANTEE. IN NO EVENT WILL AMENI BE LIABLE FOR DIRECT OR INDIRECT CONSEQUENCES OF AN OWNER OR PROVIDER FAILING TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

16. Arbitration Agreement.

Pre-Arbitration Dispute Resolution

Before you commence arbitration, we suggest that you contact us to explain your complaint. Our preference will always be to resolve complaints amicably and efficiently, without the need for arbitration. If the issue is not resolved and results in arbitration, we will need to mutually select and agree upon an arbitrator and the rules and procedures to govern the arbitration.

Arbitration Procedures

The arbitration will be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 USD (or equivalent in local currency) or less, you or Ameni may elect to have the arbitration conducted by telephone or based solely on written submissions, which election will be binding on you and Ameni subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at any in-person hearing may be made by telephone by you and/or Ameni, unless the arbitrator requires otherwise.

Costs of Arbitration

Payment of all filing, administration, and arbitrator fees will be shared equally by you and Ameni, except where prohibited by applicable law. In addition, Each party will be solely responsible for all other fees it incurs in connection with the arbitration, including without limitation, all attorney fees. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Ameni for all fees associated with the arbitration paid by Ameni on your behalf that you otherwise would be obligated to pay under the JAMS or ICDR Rules.

Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

Opt-Out Procedure

You can choose to reject this Arbitration Agreement by mailing us a written opt-out notice. The Opt-Out Notice must be postmarked no later than 30 days after the date you accept these Terms for the first time. You must mail the Opt-Out Notice to our office. The Opt-Out Notice must state that you do not agree to the Arbitration Agreement and must include your name, address, phone number, and the email address(es) used to register for the Ameni Service to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Arbitration Agreement.

Future Changes

Notwithstanding any provision in these Terms to the contrary, you agree that if we make any change to this Arbitration Agreement (other than a change to any notice address or website link provided herein) in the future, that change will not apply to any claim that was filed in a legal proceeding against Ameni prior to the effective date of the change. Moreover, if we terminate this Arbitration Agreement by removing it from these Terms, such termination will not be effective until 30 days after the version of these Terms not containing the Arbitration Agreement is posted to the Site, and will not be effective as to any claim that was filed in a legal proceeding against Ameni prior to the effective date of removal.

17. Governing Law and Jurisdiction.

For owners in the United States and Canada, these Terms, and any dispute between you and Ameni, will be governed by the laws of the Ontario. Unless you and we agree otherwise, or except where prohibited by applicable law, in the event that the Arbitration Agreement is found not to apply to you or to a particular claim or dispute, you agree that any claim or dispute that arises between you and Ameni must be resolved exclusively by a provincial or federal court located in the Ontario. You and Ameni agree to submit to the personal jurisdiction of the courts located within Toronto, Ontario for the purpose of litigating all such claims or disputes.

18. Miscellaneous

Nothing in these Terms will be construed as making either party the partner, joint venturer, agent, legal representative, employer, worker, or employee of the other. Neither party will have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that will be binding on the other, except as provided for herein or authorized in writing by the party to be bound. These Terms are non-exclusive and do not prohibit Providers from offering pet care services via other means or third parties. The invalidity, illegality or unenforceability of any term or provision of these Terms will in no way effect the validity, legality or enforceability of any other term or provision of these Terms. In the event a term or provision is determined to be invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and these Terms will be enforceable as so

modified. To the maximum extent possible under applicable local law, this Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

You may not assign these Terms without the prior written approval of Ameni. Any purported assignment in violation of this section shall be void. Ameni reserves the right to use Third Party Providers in the provision of the Site and/or the Content associated therewith.

Complete Agreement. These Terms and Conditions contain the entire agreement between you and Ameni regarding the use of the Site and Services, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not contained in these Terms and Conditions.

For questions or concerns about the Ameni Service or these Terms, please contact us at:

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