

Ameni Guarantee Terms

Effective: May 1, 2020

Owners and Providers may benefit from the Ameni Guarantee, which is subject to these Terms and Conditions (the “**Guarantee Terms**”). These Guarantee Terms apply in addition to Ameni’s Terms of Service (the “**Ameni TOS**”) and other terms and policies set forth on the Ameni Service.

1. The Ameni Guarantee.

The purpose of the Ameni Guarantee is to promote user confidence in, and increase use of, the Ameni Service. THE AMENI GUARANTEE IS NOT INSURANCE. These guarantee clauses are not intended to provide insurance or enter insurance contracts, nor to take place of any insurance coverage you may have. All AMENI users outside the scope of AMENI guarantees want to protect, they must purchase insurance that provides adequate coverage. Except for the requestor who meets the terms and conditions of this guarantee for the corresponding covered loss, no owner, provider, third party, or any other person has any rights under these guarantee terms or any other materials. These guarantee clauses or any other materials or statements related to the AMENI guarantee do not benefit third parties.

You must comply with all applicable requirements and conditions to be eligible for the Ameni Guarantee.

2. General Conditions, Limitations and Exclusions.

When you submit a claim for reimbursement under the Ameni Guarantee, you agree to use your best efforts to communicate honestly and transparently with Ameni (or its agents). The following terms and conditions apply to all Covered Losses:

(A) The cost(s) for which you seek reimbursement must be caused by the injury or damage that occurred during the scheduled start and end dates of the service offered by the provider and the owner before the date of the injury or damage, and must be direct and proximate result of the booked services. (This means that any injuries or damage must sustained during a pre-Booking “meet & greet”, or any other service not subject to a Booking are not eligible for reimbursement).

(B) Payment for the Booking during which the injury or damage occurred must exceed \$10 per service date and must be completed via the Ameni Service.

(C) The injury or damage for which you seek reimbursement must have been directly caused by the acts or omissions of a Provider (or, in the case of injury to a Provider’s pet by an Owner’s pet, the acts or omissions of the Owner).

(D) You must notify Ameni of your claim via applicable local telephone number or email address during the Booking (or, if later, within 48 hours following the injury or damage).

(E) Before the Ameni Guarantee applies, Ameni will, in its discretion, first try to help Requesting Parties resolve problems with Responsible Parties directly or otherwise confirm independently that the Responsible Party is unwilling or unable to pay.

(F) If a Provider cedes care, custody or control of a pet to a third party during the service period for a Booking, reimbursement is not available to that Provider as a Requesting Party for injuries to pets or

damages that occur during the period in which care, custody or control was ceded. If the owner instructs, authorizes or otherwise causes the provider to return the owner's pet to a third party during the booking service period, reimbursement for injury or damage that occurred during the booking process will also be unavailable.

(G) The Ameni Guarantee does not extend to the following:

- Damage, injury or other loss or claim resulting from the care of any animal in violation of Section 4 of the Ameni TOS (including, for avoidance of doubt, any animal whose ownership or third-party care is prohibited by, or subject to registration under, applicable law).
- Damage, injury or other loss arising from a Provider's care of any Third Party animal(s) alongside a Owner's pet during a Booking.
- 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.

(H) Ameni guarantees are subjected to Ameni's terms of service. If all or part of the loss, injury or damage caused by the claimant's violation of Ameni's Terms of Service, Ameni reserves the right to refuse the claim.

3. Covered Losses for Pet Injury.

Subject to these Guarantee Terms, Ameni will reimburse verifiable veterinary expenses arising from injuries to: (1) a Owner's pet while in a Provider's care or control; (2) a Provider's own resident pet caused by a Owner's pet under the Provider's care; and (3) a Third Party's pet caused by a Owner's pet in the Provider's care.

(a) Conditions and Limitations:

- i. Within 7 days following the injury, you must submit written documentation from a board-certified practicing veterinarian that (a) specifies the costs incurred for which reimbursement is sought, (b) states the diagnosis and confirms that the injury did not result from an illness, breed-specific condition or pre-existing condition, (c) confirms that the injury occurred during the time period of the Booking, and (d) provides any other information we reasonably request.
- ii. Only costs incurred for treatment provided within 15 days following the date of the injury are eligible for reimbursement.
- iii. Reimbursement is limited to \$5,000 per occurrence/incident.
- iv. A minimum contribution of \$100 is required per request-related incident, payable by the Owner for injury to a Owner's pet, and by the Provider for injury to the Provider's pet. *This means that requests for reimbursement that do not exceed \$100 will not trigger any reimbursement.*

(b) Specific Exclusions:

- i. Costs incurred more than 15 days from the date of injury, including but not limited to any long-term care expenses caused by the injury.
- ii. Costs or liabilities arising from a Owner's, Provider's or Third Party's refusal to authorize medical care for his or her own pet.
- iii. 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).
- iv. Injuries caused (or recurred) by Pre-Existing Condition, Breed-Specific Condition, Chronic Condition, Orthopedic Condition, Undetermined Cause Illness, Preventable Illness or Proptosis
- v. Costs or expenses resulting from a pet's pregnancy, illness, or recurrence of illness, or for preventative care.
- vi. Any kind of non-medical expenses (including professional training, grooming and pet food).
- vii. Any costs or expenses other than direct damages resulting from injury to the Owner's, Provider's or an applicable Third Party's pet, including without limitation those resulting from (a) personal injury to the Provider, Owner, or any third party, (b) property damage or liability, (c) injury to any other pet, (d) emotional distress or "pain and suffering", or (e) loss of wages, canceled travel plans, or any other incidental expenses.

(c) Key Definitions.

- i. **"Pre-Existing Condition"** means any injury, disease or condition, whether diagnosed by a veterinarian or not, that affected a pet prior to a Booking.
- ii. **"Breed-Specific Condition"** means any condition that frequently occurs in a particular breed of dog, including without limitation brachycephalic syndrome (common in Pekingese, Bulldogs, French Bulldogs, Pugs, Chow Chows, Boston Terriers and others), hip and/or elbow dysplasia (common in Afghan Hounds, Beagles, Border Collies, Chow Chows, Golden Retrievers, German Shepherds, Great Danes, Labrador Retrievers, and others), Hypothyroidism (common in Bulldogs, Border Collies, Boston Terriers, Poodles, Great Danes, English Setters, and Standard Schnauzers and others, especially large breeds), intervertebral disc disease (IVDD) (common in Beagles, Cocker Spaniels, English Setters, French Bulldogs, Pekingese, Pugs and others), other disc issues (common in Basset Hounds, Bulldogs, Corgis, Dachshunds, Pomeranians, Pugs and others), patellar luxation (common in Boston Terriers, Cavalier King Charles, Chihuahuas, Pomeranians, Poodles, Yorkshire Terriers and others, especially small breeds), and Gastric dilatation and Volvulus, otherwise known as Bloat (common in Great Danes, German Shepherds, St. Bernard, Labrador Retriever, Irish Wolfhound, Great Pyrenees, Boxer, Weimaraner, Old English Sheepdog, Irish Setter, Collie, Bloodhound, Standard Poodle and others).
- iii. **"Chronic Condition"** means an illness or condition that is persistent or otherwise has long-lasting effects and that generally cannot be prevented by vaccines or cured by medication.
- iv. **"Orthopedic Condition"** means a disorder of the musculoskeletal system and any associated muscles, joints, and ligaments.
- v. **"Undetermined Cause Illness"** means any condition for which the cause is undetermined or any condition that amounts to a "diagnosis of exclusion,"
- vi. **"Preventable Illness"** means any illness or condition that could have been prevented by vaccination or normal veterinary care.

- vii. **“Proptosis”** means the displacement of an eye out of the eye socket, typically occurring following trauma to the head.

4. Covered Losses for Damage to Owner Property.

Ameni will reimburse an Owner as Requesting Party for expenses that a Provider is legally obligated (but fails) to pay for damage to the Owner’s personal property.

(a) Additional Conditions and Limitations. A claim for reimbursement of expenses arising from damage to Owner property is subject to the following additional conditions and limitations:

- i. Within 5 days following the incident causing property damage, you must (y) submit written documentation of same, including clear photographs of the claimed damage, proof of ownership, and receipts or other reliable evidence of fair market value and/or repair cost, and (z) provide any other information we reasonably request.
- ii. Only expenses arising from damages incurred during the Booking and paid for remediation occurring within 10 days after the Booking are eligible for reimbursement.
- iii. Reimbursement is limited to \$10,000 per occurrence/incident but in all cases will not exceed the lesser of the cost of replacement or the cost of repair, at Ameni’s sole discretion.

A minimum contribution of \$100 is required per request-related incident, payable by the Owner, for damage to the Owner’s property. *This means that requests for reimbursement that do not exceed \$250 will not trigger any reimbursement.*

(b) Specific Exclusions:

- i. Property damaged by Owner’s pets.
- ii. Damage to property of the Provider (or anyone related to, living with or providing care on behalf of the Provider).
- iii. Ordinary wear and tear, meaning deterioration that occurs under normal use and conditions.
- iv. Loss due to intentional or criminal acts, including theft.
- v. Any form of automotive vehicle.
- vi. Currency, money, precious metal, securities or negotiable instruments.
- vii. natural or cultivated features of the land.
- viii. Food, consumables, and other perishables.
- ix. Fine art or heirlooms, including paintings, sculptures, antique furniture, antique jewelry, collections, furs, precious stones, analog film, manuscripts, and other similar property of rarity or historical, archival, or sentimental value.
- x. Electronic Data, meaning audio, video recordings, data processing devices, cloud storage, or any other media.

5. Covered Losses for Third Party Injury.

Ameni will reimburse a Third Party, on behalf of a Requesting Party, for costs directly arising from personal, physical injury to a Third Party resulting from interaction with the Owner’s pet while under the care of such Provider, where Ameni accepts (acting reasonably) that such injury would give rise to a valid legal claim by the Third Party.

(a) Additional Conditions and Limitations:

- i. Within 14 days following the incident causing personal injury, you must (y) submit written documentation of same, including clear photographs of the injury, verifiable receipts for necessary medical treatment and any explanation(s) of benefits, and (z) provide any other information we reasonably request.
- ii. Only injuries incurred during a Booking are eligible for reimbursement.
- iii. Reimbursement is limited to \$10,000 per occurrence/incident (the "Limit")

(b) Specific Exclusions:

- i. The costs, expenses or damages determined according to the liability of the provider in the contract or written agreement.
- ii. Costs, expenses or damages based on defamation, intellectual property infringement or other personal and advertising injury claims
- iii. Losses due to intentional or criminal acts, including assault.
- iv. Physical or personal injury or damage to Providers, Owners or their respective roommates or families.

6. Agreements of Providers and Owners.

(a) Inspection of Loss. Each requesting party agrees to produce or provide evidence of all loss, damage, cost, ownership, or other information related to the claim at a reasonable time and place designated by Ameni or any claim manager or agent. Despite the above provisions, Ameni shall not be liable to the owner, provider, or any other person due to any inspection or non-inspection.

(b) Legal Compliance. Providers are solely responsible for carrying insurance sufficient to comply with legal requirements in the jurisdictions where Providers provide services. The Ameni Guarantee does not suffice for that purpose. Ameni does not verify whether Providers have obtained insurance, and Owners are advised to inquire directly with Providers about this subject.

(c) Claim Settlement. Ameni may condition final payment of costs under the Ameni Guarantee on execution of a Guarantee Settlement Agreement, including a release of claims against Ameni or any other applicable party and an obligation to keep confidential the reimbursement amount and circumstances. If an approved claim under Ameni's guarantee involves an underwriting loss from another party than the requesting party, Ameni reserves the right (but not obligated) to pay all or part of the approved amount to the third party.

(d) Offset; Subrogation. The amount payable under Ameni's guarantee exceeds the applicable insurance coverage. Ameni reserves the right to offset or deduct the amounts received from any other person or entity for which it is obliged to compensate the underwriting losses from the money due to you. Ameni and/or Ameni's insurers have the right to subrogate against any person or entity allegedly responsible for causing the losses in question, even if that person or entity is you. You hereby agree that for any payment made under Ameni's guarantee, you will cooperate fully with Ameni in subrogation.

(e) Amendment; Termination. Except as prohibited by law, Ameni may modify or terminate the Ameni Guarantee at any time in the manner of the Ameni TOS, and such modification or termination will apply

to incidents occurring after the effective date of the modification or termination. Ameni also reserves the right to modify the Ameni Guarantee to the extent required to comply with applicable law. In addition, except in the case of a suit filed to enforce these Guarantee Terms, you acknowledge and agree that all benefits made available to you under the Ameni Guarantee shall immediately terminate in the event you initiate any action, suit or claim against Ameni, or its officers, directors, employees, contractors, agents, or affiliates, concerning a claim otherwise subject to reimbursement under these Guarantee Terms.

(f) No Waiver. Ameni's failure to enforce any rights or provisions of these Guarantee Terms does not mean that the rights or regulations will not be enforced in the future. Waiver of any such rights or regulations will only take effect after being signed in writing by Ameni 's duly authorized representative.

(g) Disclaimers, Limitation of Liability, Arbitration. You acknowledge and agree that any claims arising from or in relation to the Ameni Guarantee or these Guarantee Terms are subject to the Ameni TOS, including the Warranty Disclaimer and (except for Ameni's obligation to pay amounts pursuant to an approved reimbursement request made under the Ameni Guarantee) the Limitations of Liability set forth in the Ameni TOS. You further acknowledge and agree that any dispute or claim relating in any way to the Ameni Guarantee will be adjudicated in accordance with the applicable manner set forth in the Ameni TOS.