

BtheB Terms & Conditions

Last updated: June 1st, 2023

Terms and Conditions

Thank you for using BtheB!

These Terms and Conditions (the "Terms" are a binding legal agreement ("Agreement") between you and Bobby the Bulldog LTd or BtheB. ("Bobby the Bulldog", "we," "us," or "our"). The Terms govern your use of our software applications, resources and services for pet owners and pet service providers to find each other, communicate with each other, and arrange for the provision of pet care services (collectively, our "Bobby the Bulldog Service"). The Terms govern your access to and use of the Bobby the Bulldog website, including any subdomains thereof, and any other websites through which Bobby the Bulldog makes its services available, our mobile, tablet and other smart device applications (collectively, "Site"), our Facebook application, our online or phone support offerings, or any other access point we make available to you. By accessing or using the Bobby the Bulldog Service, you accept these Terms.

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 Bobby the Bulldog 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.

Bobby the Bulldog reserves the right to modify these Terms at any time, and that any such changes will be effective immediately when we post the modified Terms. Your continued access and use of the Bobby the Bulldog Service after we post the modified Terms will constitute your consent to be bound by the modified Terms.

Our collection and use of personal information in connection with your access to and use of Bobby the Bulldog is described in our Privacy Policy.

These Terms and Conditions are organized into the following sections:

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1. Key Terms

- "MEMBER" means a person who completes Bobby the Bulldog account registration process and searches for and/or books Host-Provided Services via the Site
- "HOST" means a pet service provider, a person who completes Bobby the Bulldog account registration process and creates a Listing via the Site, i.e. person who is willing to take care of a Member's pet
- "USER" means collectively Members and Hosts
- "CONTENT" means text, images, graphics, data, software, audio, video, information, documents, compilations or other materials.
- "USER CONTENT" content submitted by a User or anyone other than Bobby the Bulldog including without limitation photographs, text and reviews
- "LISTING" means a Host-provided service that is listed by a Host via the Site
- "HOST-PROVIDED SERVICES" means services provided by Hosts
- "THIRD PARTY PROVIDERS" mean Bobby the Bulldog third party contractors, distributors, agents, merchants or sponsors.

2. Nature of our Site and Services

The Bobby the Bulldog Service is an online platform designed to help Pet Owners ("Members") find, communicate with and interact with providers of pet-related services ("Hosts").

Bobby the Bulldog is a neutral venue for Hosts and Members. We are not involved in the transactions between Users. Users arrange for the services solely between themselves, and Bobby the Bulldog is not a party to any of those arrangements. Bobby the Bulldog does not provide pet care services. Bobby the Bulldog 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 Users. You understand and agree that Bobby the Bulldog is not a party to any agreements entered between the users, nor is Bobby the Bulldog a broker, agent or insurer.

Notwithstanding the above, Bobby the Bulldog offers a payment policy to safeguard the payments between Members and Hosts.

While we may help facilitate the resolution of disputes, Bobby the Bulldog has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Host Services, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other Member Content, or (iii) the performance or conduct of any Member or third party.

Bobby the Bulldog does not endorse any Member, Listing or Host Services. Any references to a Member being "verified" (or similar language) only indicate that the Member has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Bobby the Bulldog about any Member, including of the Member's identity or background or whether the Member is trustworthy, safe or suitable.

We conduct a review of Hosts profiles when they sign up and we may facilitate background checks on Hosts conducted by a third party, but, except where explicitly specified in the Bobby the Bulldog Terms, we do not otherwise screen Hosts and Members.

As a result, Bobby the Bulldog has no control over the accuracy, reliability, completeness or timeliness of Profiles, Reviews, background check information, affiliations or other User Content submitted on the Site, and makes no representations about any such User Content on the Site. Bobby the Bulldog does not have control, supervise or provide equipment to the Hosts, and has no control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of the services provided by Hosts.

Bobby the Bulldog further makes no representations about the Users. You should make your own assessments of the persons you decide to interact with, engage or provide services to. Bobby the Bulldog has no control over the conduct of users of the site and disclaims all liability in this regard. Users are solely responsible for making decisions that are in the best interests of themselves and their pets. For example, each user of the Bobby the Bulldog 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.

While certain Hosts may receive positive assessments or comments by the Site or its users, Bobby the Bulldog makes no representations or warranties regarding the quality, security or positive features of the Host or the Host's residence.

Because we are not involved in User-to-User dealings or control the behaviour of Users, Users must resolve any issues, disputes or concerns directly with each other. You agree to release Bobby the Bulldog from any claims or liability that may arise from any disputes between you and other Users. As a Member, 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 Bobby the Bulldog 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 Host, any family member, friend, pet or other affiliate of the Host or any other third party).

Bobby the Bulldog is not party to any agreement or transaction between Member and Hosts and, as such, cannot verify or otherwise authenticate any claims made by the Host (including any medical certifications or insurance coverage held by a Member). Moreover, it is incumbent upon you to share any and all relevant information, including but not limited to medical issues, allergies or other conditions, about your pet prior to engaging the Host for pet boarding or other pet-care related services.

We may provide suggested or optional default terms for transactions between Members and Hosts, or otherwise between users. To the extent we do, and you or another user utilizes or agrees to such terms, this does not make us a party to the transaction between Members, Hosts, or other users of the Site. Any suggested or default terms we provide are for users' 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. You should review all terms carefully and seek your own advice or counsel with respect to the meaning or consequences of any terms.

Some Host-Provided Services (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 Member, to determine if the applicable Host-Provided Service is best for your pet and to select the Host carefully.

If a Member fails to retrieve their pet within three (3) days after the service period identified in a Booking (or an earlier period required under applicable animal abandonment or cruelty

laws) agree that Bobby the Bulldog (or the Host) may, in its sole discretion, place the pet in foster care, shelter and notify the authorities. As a Member you agree that you will be responsible for and will reimburse Bobby the Bulldog all costs and expenses of any such action, and you acknowledge that you may become subject to any applicable laws that may govern your failure to retrieve your pet, including all applicable animal abandonment or cruelty laws.

Furthermore, Bobby the Bulldog expressly reserves the right, in its sole discretion, to remove a Member's pet from a Host's care should Bobby the Bulldog deem it necessary for the safety of a pet, the Host, or any persons living with the Host. Prior to removing a pet from the care of a Host, Paw Bobby the Bulldog shake will use reasonable efforts to contact the Member and/or the Member's emergency contact (if provided) to arrange alternative care. Should Bobby the Bulldog not be able to contact the Member or the emergency contact, Bobby the Bulldog will use its best judgment to find alternative care for the pet until the Member is able to retrieve his/her pet. If you are a Member, you authorize your pet's veterinarian(s) to release your pet's veterinary records to Bobby the Bulldog 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 Bobby the Bulldog or the Host in connection with such transfer, including any additional charges for new Bookings.

We recommend that Members give their Host contact information where they can be reached in the event of emergency (for example when medical care for a pet becomes necessary). The Host agrees to immediately contact the Member in the event such care becomes necessary or, if the Member is not available, to contact Bobby the Bulldog support. If you are a Member, you hereby authorize your Host and Bobby the Bulldog 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 Bobby the Bulldog. If your Host reaches you with a request to authorize medical care for your pet and you refuse, you release the Host and Bobby the Bulldog for any injury, damage or liability arising from failure to seek such care, including from reimbursement that may otherwise have been available under the Bobby the Bulldog Premium Protection program. Members are solely responsible for the costs of any such medical treatment for pets and, if you are a Member, you hereby authorize Bobby the Bulldog

to charge you for such costs. In certain circumstances, a Member may be eligible for reimbursement under the Bobby the Bulldog Premium Protection Program.

As a matter of goodwill, however, and to protect the interests our community we have developed programs to assist in disputes or claims between Users, both of which are subject to specific conditions: (i) the Satisfaction Money Back Guarantee, and (ii) Bobby the Bulldog Premium Protection, free of charge, for eligible bookings.

As a Host, you acknowledge and agree that neither Bobby the Bulldog nor a Member have any responsibility to reimburse or otherwise cover you for any property damage that may be caused by a Member pet, and you hereby agree not to seek any such reimbursement or other damages from Bobby the Bulldog or a Member or guest pet's owner(s) in the event of any such property damage, in each case except as provided in the Bobby the Bulldog Premium Protection Program.

Bobby the Bulldog may also offer Members and Hosts 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 Bobby the Bulldog 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.

Users provide Bobby the Bulldog with their mobile phone number as part of the registration process or in their account settings. Users who provide Bobby the Bulldog with their mobile phone number may receive text message communications from Bobby the Bulldog on their cellular phones and/or mobile devices. By providing Bobby the Bulldog with your mobile phone number, you consent to Bobby the Bulldog sending text messages to your cellular phone and/or mobile device. Bobby the Bulldog does not charge for sending text messages, but your carrier may charge you.

Users of Bobby the Bulldog mobile applications may have the option to receive push notification alerts from Bobby the Bulldog. If push notification alerts are available, you will be given an option to consent to receiving them after you download the application. You may

also adjust your push notification settings after you have downloaded the application in your mobile device settings.

The Site may include certain services that are available via a mobile device (collectively, the "Mobile Services"). To the extent you access the Site through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

Due to the nature of the Internet, Bobby the Bulldog cannot guarantee the continuous and uninterrupted availability and accessibility of the Bobby the Bulldog Platform. Bobby the Bulldog may restrict the availability of the Bobby the Bulldog Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Bobby the Bulldog Platform. Bobby the Bulldog may improve, enhance and modify the Bobby the Bulldog Platform and introduce new Bobby the Bulldog Services from time to time.

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.

You also certify that you will comply with all laws applicable to your activities conducted through Bobby the Bulldog.

For Members, this means, among other things, that you will ensure that your pets are vaccinated and licensed as required by local law. For Members 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.

For Hosts, 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. You acknowledge that v is entitled to rely on these commitments, and is not responsible to ensure that Hosts have met these eligibility conditions. For Hosts 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're not allowed to use our Site or Services to break the law. At all times, you have to comply with all applicable laws.

Bobby the Bulldog has no obligation to conduct background or police checks of its users. However, we reserve the right to conduct such checks and/or to verify your account and registration information and the representations and warranties you have made, which may include, without limitation, our using third party service providers to conduct criminal background checks or identity verification checks or to perform other background or verification services, and, using available public records, including information available on online social networks and other online sources, each to the extent permitted by law.

User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any User's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Users to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Users, and (ii) screen Users against third party databases or other sources and request reports from service providers

If requested by Bobby the Bulldog, you agree to provide Bobby the Bulldog with such identification documents (for example copies of ID or passports) or other information as may be needed or requested by Bobby the Bulldog.

4. Use of Site and Compliance

Privacy Policy. You represent that you have read and understood our Privacy Policy.

Registration and Account Information. When you register for the Site, you will be asked to create an account and to provide us with certain information about yourself (your "User Content"). Your User 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.

As a User, you are responsible for maintaining the confidentiality of your password and account login, and you are solely responsible for all activities that occur under your password or account. You agree to immediately notify us of any unauthorized use of your password or account.

Personal Use Only. Your account is for your own personal use, and you may not permit anyone else to use your account. The Site is intended to be used by people who want to find, select, review and connect with other Users so they can receive, provide or share information about pet services. Any use of this Site for any other purpose, (including but not limited to using the Site or information obtained from the Site to solicit, advertise to or contact Users for any other purpose) is prohibited.

Use of Other Users' Personal Information. You may from time to time receive personal information of another User. Any personal information you receive may only be used for the specific purpose it was provided to you, and may not be used for any other purpose without first obtaining the other User's permission.

Restrictions. In connection with your use of our Services, you must act responsibly and exercise good judgment. Without limiting the foregoing, you will not:

- use the Service for any commercial purpose, unless expressly authorized by Bobby the Bulldog;
- use the Site to find a Host or other provider of Third-Party Services or Member and then complete the transaction offline in order to circumvent your obligation to pay for the Service;
- use the Site or Services to recruit, or solicit users for employment, or contact users to conduct business on behalf of a third party sitting service or network of Hosts;

- use the site for competitive purposes, such as to ascertain the features or technical infrastructure of the Site;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- use our Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Services in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to services usually arranged via the Site;
- extract profile information or contact information from profiles, whether to list such information on third party sites or for any other purpose;
- "stalk" or harass any other user of our Services;
- collect or store any information about any other user other than for purposes of transacting as a Member, Host, Host or other provider of Third-Party Services with another user;
- register for more than one user account or register for a user account on behalf of an individual other than yourself;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- update a public profile with erroneous contact information or remove contact information;
- use automated scripts to collect information or otherwise interact with the Service or the Site except through intentionally provided APIs;
- violate the restrictions in any robot exclusion headers on the Services or bypass or circumvent other measures employed to prevent or limit access to the Services;
- submit any listing with a misleading or false price, or submit any listing with a price that you do not intend to honour; or
- advocate, encourage, or assist any third party in doing any of the foregoing.
- 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;
- fail to respond to messages/enquiries from other Bobby the Bulldog Members or fail to respond to messages/enquiries from other Bobby the Bulldog Members within a timely manner, to be determined at the sole discretion of Bobby the Bulldog;
- behave or act in any way that creates a negative experience for a Bobby the Bulldog Member, to be determined at the sole discretion of Bobby the Bulldog;
- behave or act in any way that demonstrates a lack of courtesy or professionalism with any Bobby the Bulldog Staff Member that may cause any difficulty providing the best customer service possible for a Bobby the Bulldog Member, to be determined at the sole discretion of Bobby the Bulldog;
- receive multiple General Enquiries and/or Meet and Greets without any (or an abnormally low ratio of) confirmed Reservations, to be determined at the sole discretion of Bobby the Bulldog;

- hosts are required to provide periodic photo updates to the Members and Bobby the Bulldog via text message or email;
- circumvent any measures implemented by us aimed at preventing violations of the Terms;

The foregoing is merely a list of examples of prohibited conduct. To protect Users from such activity, we reserve the right to take appropriate actions, including, but not limited to, restricting the number of messages which a User may send to other Users through the Site, terminating accounts or blocking users with certain IP addresses from accessing the Site.

Bobby the Bulldog also expressly reserves the right, in its sole discretion, to terminate a User'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 Bobby the Bulldog by Members or non-Members. These reviews are typically, but are not required to be, associated with a Service provided by a Host through Bobby the Bulldog.

Without limiting the foregoing, Bobby the Bulldog and its designees will have the right to remove any reviews or other content that violates these Terms or is deemed by Bobby the Bulldog, in its sole discretion, to be otherwise objectionable, including any reviews that violate any of the following guidelines:

- Reviews unrelated to the Reservation itself (e.g., religious, political, or social commentary).
- Reviews that are not representative of the Member's own personal experience.
- Reviews in which the content endorses or promotes illegal or harmful activity or violence.
- Reviews in which the content is profane, discriminatory, or vulgar.
- Reviews in which the content violates another person's privacy, such as publishing a person's full name, phone number, address, or other identifying information.
- Reviews in which the content refers to a Bobby the Bulldog investigation.
- Reviews in which the content is proven to be used as extortion.

Additional Prohibited Uses. You are prohibited from violating or attempting to violate any security features of the Site or Services, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Services, the Site, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of malware, overloading, "flooding," "spamming," "mail bombing," or

"crashing;"; (d) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Services; or (e) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Bobby the Bulldog in providing the Site or Services. Any violation of system or network security may subject you to civil and/or criminal liability.

Risk Assumption and Precautions. You assume all risk when using the Site, including, but not limited to, all of the risks associated with any online or offline interaction with others. You agree to take all necessary precautions when meeting other Users.

No Violation of Laws and Regulations. Your use of the Site and the Services, including, but not limited to, the User Content you post on the Site, must be in accordance with all applicable laws and regulations.

Reporting of Violations. You agree to report to us promptly any violation of these Terms or any alleged improprieties of any Users. You can contact our Support team.

Beta Features. From time to time, we may offer new "beta" features or tools with which Users may experiment on the Site. Such features or tools are offered solely for experimental purposes and may be modified or discontinued at Bobby the Bulldog sole discretion. The provisions regarding Disclaimer of Warranty apply to such features or tools.

5. User Content and Communication Rules and Guidelines

By agreeing to our Terms, both Hosts and Members are also assuming the responsibility of clear and frequent communication.

For Hosts this includes:

- Responding to Direct Booking requests within 24 hours (after that unanswered Direct Booking requests will expire)
- Responding to Enquiries within 24 hours (after that v reserve the right to cancel the request)
- Being available to communicate with the Member from the moment a booking with that Member is confirmed via our web or mobile applications. Specifically, up to 7 days before the booking start date, the Host should always respond to Member queries no later than 48 hours from the query being sent. In the 7-2 days

leading to the booking start date, the Host should respond no later than 36 hours from the query being sent. From the day before the booking start date and during the whole duration of the booking, responding to Member queries no later than 12 hours from the query being sent. If those timeframes are not adhered to, Bobby the Bulldog reserves the right to cancel the booking, fully refunding the Member regardless of the Host's selected cancellation policy.

- Being available for a "Meet and Greet" before the booking commences, if a Member requests so. If a Host refuses a "Meet and Greet" that a Member has requested, Bobby the Bulldog reserves the right to cancel the booking, fully refunding the Member regardless of the Host's selected cancellation policy and to cancel the account of the Host.
- For Members this includes:
- Confirming and paying for pre-approved bookings within 48 hours from the pre-approval, to reserve the Host's availability. If the request is not confirmed or cancelled within 48 hours, Bobby the Bulldog retains the right to cancel the request on the Member's behalf.
- Being available to communicate with the Host from the moment a booking with that Member is confirmed via our web or mobile applications. Specifically, (a) In the 7-2 days the booking start date, the Member should always respond to the Host within 36 hours, to ensure that all details are arranged before the booking begins, (b) on the day before the booking start date, on the booking start date and on the booking end date, responding to the Host within 12 hours, to ensure appropriate arrangements for the drop off and the pick-up of the dog.
- Providing the Host with an alternative contact in case of an emergency.
- If the service hired in a confirmed booking is no longer needed, the Member agrees with any cancellation fees applicable depending on the Host's cancellation policy and only valid if the Member has effectively cancelled the booking by contacting Bobby the Bulldog Support.

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

Content and Communication Restrictions. You will not post on the Site, transmit to other Users, communicate any content (including links to content), or otherwise engage in any activity on the Site or through the Services, that:

- contains others' copyrighted content unless you have written permission from the copyright owner;
- contains or discloses another person's personal information without his or her written permission, or collects or solicits another person's personal information for commercial or unlawful purposes;

- implies that the User Content is in any way endorsed or sponsored by Bobby the Bulldog;
- is implicitly or explicitly offensive, such as User Content that engages in, endorses or promotes racism, discrimination, bigotry, hatred or physical harm of any kind;
- is intended to harass, annoy, threaten or intimidate any other Users of the Site;
- is false, abusive, misleading, defamatory, inaccurate, obscene, profane, sexually oriented, or otherwise objectionable;
- involves the transmission of junk mail, chain letters, or unsolicited mass mailing or spamming, phishing, trolling or other similar activities;
- contains any malware (including but not limited to viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices);
- is off-topic, meaningless, or otherwise intended to annoy or interfere with others' use of the Site;
- uses scripts, bots or other automated technology to access the Site;
- that otherwise violates (A) the rights of third parties, including rights of privacy or publicity, or (B) violates applicable laws and regulations.

Content Removal. We may, but we have no obligation to, monitor User Content submitted on the Site, including Profiles, Reviews or other User 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 Users or others, or (iii) is determined to be inappropriate for any other reason at the sole discretion of Bobby the Bulldog.

Our Right to Use Your User Content. By posting User Content to the Site, you grant, and you represent and warrant that you have the right to grant, to Bobby the Bulldog, its Affiliated Parties, licensees and successors, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

Review Guidelines. Members will have the opportunity to provide Reviews about Hosts whose services they have used. Reviews should not include any personal information about a Host that is not disclosed in the Host's public Profile (for example, the Review should not include or reference a Host's phone number or address). Reviews should be limited to your personal first-hand experience (not what you heard from someone else) and should be factually accurate. You should avoid broad generalizations and exaggerations. If appropriate, you

should update your reviews to reflect new experiences. As with other User Content, we reserve the right to remove any Review that we feel, in our sole discretion, violates these guidelines.

Disputes with Other Users. You are solely responsible for your interactions with other Bobby the Bulldog users. We reserve the right, but have no obligation, to monitor disputes between you and other users, regardless of whether Bobby the Bulldog collected any money on behalf of a Host or provider of Third-Party Services.

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 a Member, 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 Member. You further agree not to alter the price once accepted.

6. Your User Content and Photos

You are solely responsible for your User Content, and we act merely as a passive conduit for your online distribution and publication of your User Content. Solely to enable Bobby the Bulldog to use your User Content, so we are not violating any rights you might have in that information, you hereby grant us a non-exclusive, worldwide, royalty-free, sublicensable (through multiple tiers) right to exercise all copyright, publicity rights, and any other rights you have in your User Content, in any media now known or not currently known. Bobby the Bulldog shall have complete discretion in how it chooses to display or use your User Content in connection with the Site, subject to restrictions set forth in our Privacy Policy.

As part of the Site, Bobby the Bulldog occasionally shares photo updates of guest pets and resident pets with Site users and the public. You agree that Bobby the Bulldog may, at its sole discretion, publish these photos on the Site and across social media including Facebook, Twitter, Pinterest, and similar sites.

Hosts are required to provide periodic photo updates to the Members and Bobby the Bulldog via text message or email. Failure to do so may result in suspension of the Host from the Site.

You hereby represent and warrant to Bobby the Bulldog that your User Content (a) will not be false, inaccurate, incomplete or misleading; (b) will not be fraudulent or involve the sale of counterfeit or stolen items; (c) will not infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (d) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) will not be defamatory, libellous, unlawfully threatening, or unlawfully harassing; (f) will not be obscene or contain child pornography or be harmful to minors; (g) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (h) will not create liability for Bobby the Bulldog or cause Bobby the Bulldog to lose (in whole or in part) the services of its ISPs or other partners or suppliers.

Except for the limitations on our use and disclosure of personal information described in our Privacy Policy, you grant Bobby the Bulldog an irrevocable, 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 Bobby the Bulldog Service, and to sublicense these rights to third parties.

If your name, voice, image, persona, likeness, or performance is included in any of Your Content, you hereby waive, and release Bobby the Bulldog and its users 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 in accordance the provisions of these Terms.

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.

Though we are not obligated to do so, we reserve the right to monitor, screen, edit and/or remove Your Content on Bobby the Bulldog. Our enforcement of these Terms with respect to Your Content is at our discretion, and failure to enforce the Terms in one instance does not create a waiver of your right to enforce them in another instance.

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 Bobby the Bulldog at any time.

7. Bookings and Financial Terms

Bobby the Bulldog, through its proprietary network of Hosts, arranges for the provision of the Host-Provided Services to Members, including, but not limited to temporary pet boarding, pet sitting, pet day care, dog walking, housesitting and other pet related services.

As a Host, you may create Listings, and will be asked detailed information about your services, your experience, your home and pets (if relevant). As a Host, you may set the pricing and terms for your services within the parameters permitted by the Site. Please note that it is the Host and not Bobby the Bulldog which determines the Hosting Fees.

Each Host hereby appoints Bobby the Bulldog as the Host's limited agent solely for the purpose of collecting payments made by Members on behalf of the Host. Each Host agrees that payment made by a Member to Bobby the Bulldog shall be considered the same as a payment made directly to the Host and the Host will make the Host-Provided Services available to Member in the agreed upon manner as if the Host has received the applicable fees.

In accepting appointment as the limited authorized agent of the Host, Bobby the Bulldog assumes no liability for any acts or omissions of the Host. As a host, you contractually agree that the first and all future bookings with a client from Bobby the Bulldog will be booked via the Site. Failure to abide by this policy may result in suspension from the Site.

Bobby the Bulldog charges a Service Fee to cover the costs of payment processing, marketing and site administration. Bobby the Bulldog may also charge a fee (including a booking fee

and/or trust and safety fee) that will be presented to the Member during the booking process.

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

As a Member, you may book Host-Provided Services through the Site.

In connection with the Member-requested booking, the Member will be asked to provide customary billing information such as for example name, billing address and credit card information either to Bobby the Bulldog or its third-party payment processor. The Member agrees to pay Bobby the Bulldog for any confirmed bookings made in connection with their Bobby the Bulldog Account in accordance with these Terms by one of the methods described on the Site – e.g. by PayPal or credit card. The Member hereby authorises the collection of such amounts by charging the payment method provided as part of requesting the booking, either directly by Bobby the Bulldog or indirectly, via a third-party online payment processor or by one of the payment methods described on the Site or Application. If the Member is directed to Bobby the Bulldog third-party payment processor, the Member may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services.

The Host is required to either confirm or reject the booking within 24 hours of when the booking is requested (as determined by Bobby the Bulldog at its sole discretion) or the Member will have no obligation to complete the transaction.

If the Host 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 Bobby the Bulldog Service Fee will be charged to the Member's payment information on file immediately.

The Member authorises to be charged in the event of

- For Flea Situations involving a Member's Pet. Members acknowledge and agree that, to the extent any situation arises where the Member's Pet introduces fleas into a Host's home, the Member'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 Host's resident animals and/or home for fleas or flea prevention. It is the responsibility of all Members to disclose any knowledge of flea issues associated with their pets to all Hosts before any Service is rendered.

- For Emergency Medical Situations Involving a Member's Pet. Members should ensure that the Host is provided with contact information to reach the Member in the event an emergency medical situation arises involving a Member's Pet. Members and Hosts acknowledge and agree that, to the extent any situation arises where the Member's Pet is required to receive emergency veterinary care while in the care or custody of the Host, the Host shall make reasonable efforts to contact the Member and notify him or her of the situation. In the event the Host notifies Bobby the Bulldog of the situation, the Host should contact Paws Bobby the Bulldog hake and Bobby the Bulldog shall make reasonable efforts during Bobby the Bulldog normal business hours to contact the Member to notify them of the situation. If Member cannot be reached following reasonable efforts, Member authorises Host and Bobby the Bulldog to authorise care on his/her behalf in order to promptly treat Member's Pet. Members acknowledge and agree that the costs of any such treatment for emergency medical situations is the sole and exclusive responsibility of the Member and that Member's credit card may be billed for any amount to reimburse costs incurred by the Host or Bobby the Bulldog attendant thereto.
- If you are a Member, 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 (pro rata for each partial late day) at the daily rate established in the Booking. In addition, you agree to indemnify Bobby the Bulldog from, and agree that we may charge you for any additional costs and expenses Bobby the Bulldog or the Host incur as a result of your failure to retrieve your pet at the end of the service period agreed in a Booking.

Bobby the Bulldog will release the payment (less Service Fee) to the Host within seven (7) business days after the end of the services. Once these amounts have been disbursed, any further payment disputes are between the Member and Host, and Bobby the Bulldog has no obligation to mediate or facilitate any resolution. Further, Bobby the Bulldog has no responsibility or liability with respect to any tips, bonuses, or other payments made outside of the Bobby the Bulldog Service.

If you are a Host, Bobby the Bulldog 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 Bobby the Bulldog, the Bobby the Bulldog community or third party rights. We may also recommend that third-

party payment service providers restrict your access to funds in your account under the same circumstances.

8. Cancellations and Refunds

Cancellation by Members: Each Host agrees that Bobby the Bulldog may, in accordance with the cancellation policy selected by the Host and reflected in the relevant Listing, permit the Member to cancel the booking.

Hosts can choose one of the following cancellation policies, which is displayed on their profile:

- Flexible: A Member gets a full refund if they cancel the booking by 12h00 noon one day before the service begins (12h00 noon is determined by Host's time zone). If a Member cancels after 12h00 noon the day before the stay begins, they'll get a 50% refund for the cancelled days.
- Moderate: A Member gets a full refund if they cancel the booking by 12h00 noon one week (7days) before the service begins (12:00 noon is determined by your sitter's time zone). If a Member cancels after 12h00 noon one week before the stay begins, they'll get a 50% refund for the cancelled days.

Dog walking and Doggy Day care always have a Flexible cancellation policy.

Home visits, home boarding and housesitting can have a Flexible or Moderate cancellation policy. The moderate cancellation policy is the default cancellation policy for home visits, home boarding and housesitting.

If you as a Member wish to cancel a booking, once it has been paid for contact our customer support team, so we can process the cancellation and relevant refund.

Cancellations by Hosts are taken seriously and may result in account review, temporary suspension and possibly termination of their access to Bobby the Bulldog. Sitters are expected to only accept those Bookings that they are committed to completing. Bobby the Bulldog understands the need for exemptions when extenuating circumstances arise. Examples of that include but are not limited to the death of a direct relative, natural disaster, or some other catastrophic event that makes you unable to provide the service.

Booking Guarantee. Bobby the Bulldog uses all reasonable efforts to find replacement Hosts when the Host cancel Bookings near the start date of the service period identified in the Booking. The availability of the Booking Guarantee depends on the timing of the cancellation

and the type of Host-Provided Service booked. Generally, if the Booking Guarantee applies and a Member accepts a new Booking with a replacement Host, Bobby the Bulldog will (with the limited exceptions described below) pay the cost difference between the original Booking and the new Booking, up to but not exceeding 25% of the total cost of the original Booking. Bobby the Bulldog shall do the utmost to assist the Member in finding alternative Hosts but shall not be liable for any consequential losses arising out of the Member not being able to secure an alternative. However, if a Booking is cancelled by a Host due to the Member's failure to provide accurate or complete information regarding the pet or due to the pet's aggressive behaviour, the Member is responsible for the full cost of any new reservation.

We recommend for first-time booking between Member and Host, Member and Host may, at their own discretion, arrange for a live "Meet & Greet" to introduce the Member's pet to Host, the Hosts home and pets. If the result of this meeting is the determination that a pet boarding stay or other Host-Provided Service would not be in the best interests of the pets, either party may cancel the booking and all money will be refunded to the Member. The Member must contact Bobby the Bulldog customer support to request this refund.

Satisfaction Money Back Guarantee: If we determine in our reasonable discretion that a Host has failed to provide services as agreed with the Member or otherwise in accordance with these Terms then we may, in our reasonable discretion, cancel a Booking and/or issue a full or partial refund to a Member. The refund is not to exceed five (5) days of the gross booking amount.

9. Links to Third-Party Websites

Bobby the Bulldog 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. Bobby the Bulldog 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 Bobby the Bulldog of such Third-Party Services.

10. Disclaimers of Warranties

The site and content provided on the site are provided "as is," and are for use as contracted herein. Except for the express warranties set forth herein, Bobby the Bulldog and its affiliates, officers, directors, employees, agents, as well as its third-party providers, hereby disclaim all express or implied representations, warranties, guaranties, and conditions with regard to the site, the hosts, the host-provided services, the content, and the goods and services associated therewith including but not limited to any implied representations, warranties, guaranties, and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and quality of goods and services except to the extent that such disclaimers are held to be legally invalid.

To the maximum extent permitted by applicable law, Bobby the Bulldog 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, Bobby the Bulldog 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 Bobby the Bulldog 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.

Bobby the Bulldog is not responsible for any delays, delivery failures, or other damage resulting from such problems, except where expressly provided otherwise by Bobby the Bulldog. Bobby the Bulldog expressly disclaims any warranty related to the quality of host-provided services and the persons or businesses referenced on the site. You use host-provided services at your peril and assume all risks related to use of said host-provided services. Licensing and certification requirements (or the absence thereof) for some or all of

the host-provided services offered by hosts widely vary by state, county, city, municipality or township.

Bobby the Bulldog makes no representations or warranties that any of the hosts offering host-provided services through the site have complied with any applicable state, county or municipal law, statute, ordinance or regulations. Notwithstanding Bobby the Bulldog appointment as the limited agent of the hosts for the purpose of accepting payments from members on behalf of the hosts, Bobby the Bulldog explicitly disclaims all liability for any act or omission of any host, member or other third party.

11. Limitation of Liability and Release

By agreeing to serve as a Host and provide Host-Provided Services to a Member, you expressly assume the risk of any damages, including property damages or personal injury, which you or anyone else present in your residence may suffer. It is the sole responsibility of Hosts to make decisions that are in the best interests of themselves and their pets. It is recommended that all Hosts schedule a "Meet and Greet" with all pets and Members before providing pet boarding or other Host-Provided Services to mitigate as many risks as possible.

Should you agree to serve as a Host, you agree and acknowledge as follows:

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 Bobby the Bulldog, 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 Bobby the Bulldog 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 Member or a Host, you agree not to hold Bobby the Bulldog 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 Bobby the Bulldog 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) Hosts' 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.

Under no circumstances shall Bobby the Bulldog or its affiliates, officers, directors, employees, agents or third party providers be liable for any direct, indirect, incidental, special or consequential damages that result from your use or inability to use this site or the host-provided services, including your reliance on any information obtained from this site that results in mistakes, omissions, interruptions, deletion or corruption of files, viruses, delays in operating or transmissions, or any failure of performance. The foregoing limitation of liability shall apply in any action, whether in contract, tort or any other claim, even if an authorised representative of Bobby the Bulldog has been advised of or should have knowledge of the possibility of such damages. By your use of this site, you acknowledge that this paragraph shall apply to all content, goods and services available through this site, except where the exclusion or limitation of incidental or consequential damages is prohibited by law. Certain jurisdictions do not allow the exclusion or limitation of certain warranties or limitation of incidental or consequential damages, so the foregoing limitations may not apply to you. If, notwithstanding the foregoing exclusions, it is determined that Bobby the Bulldog 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 hosts or refunds to members pursuant to these terms.

No Liability for non- Bobby the Bulldog Actions. To the maximum extent permitted by applicable law, in no event will Bobby the Bulldog 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 Bobby the Bulldog 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 Bobby the Bulldog service, or for any interactions with other users of the Bobby the Bulldog service, whether online or offline. This includes any claims, losses or damages arising from the conduct of users who attempt to defraud or harm you.

You agree that the limitations specified in this section will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose.

You also expressly acknowledge and agree that Bobby the Bulldog has set its prices and entered into these Terms in reliance upon the limitations of liability specified herein, which allocate the risk between you and Bobby the Bulldog and form a basis of the bargain between the parties.

12. Indemnification

You agree to indemnify, defend and hold harmless Bobby the Bulldog 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. 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.

Bobby the Bulldog and its affiliates, directors, officers, employees, agents, and Third Party Providers shall have no indemnification obligation or other liability for any claim of infringement arising from (a) use of the Site and/or the Content associated with the Site other than in accordance with these Terms; (b) the combination of the Site and/or Content associated with the Website with any other products, services, or materials; or (c) any third party products, services, or materials.

13. Termination and Account Cancellation

By Bobby the Bulldog. Bobby the Bulldog may, in its sole discretion, for any reason or no reason, with or without notice (i) terminate or suspend your account and your access to the Site, and/or (ii) remove your Profile and/or any content posted by or about you, from the Site.

Unless otherwise decided by Bobby the Bulldog, such termination, suspension, and/or removal will be effective immediately. Following any termination or suspension of any User's account, Bobby the Bulldog may send a notice of the termination or suspension to other Users you have corresponded with. If your account has been terminated by Bobby the Bulldog, you may not re-register without Bobby the Bulldog consent (and if you are permitted to re-register, your previous information and activity, including any fee credits, may no longer be available).

By User. As a User, you may cancel your account at any time by contacting our customer support team.

Effect of Termination. Upon the termination or cancellation of your account, you will no longer have access to the portions of the Site and Services that require account registration. If your account is terminated or cancelled, your Profile will no longer be displayed, but other User Content you have posted or transmitted (e.g., Reviews, messages to other Users) may or may not (in our sole discretion) remain on the Site. Any User Content associated with your account after your account's termination or cancellation may not be available to you if you re-register with Bobby the Bulldog. If following the termination or cancellation of your account, you continue to access and use other portions of the Site and/or Services, your use

will continue to be governed by these Terms. All fees and charges are non-refundable and there are no refunds or credits once your account has been billed, including if your account is terminated, suspended or cancelled.

14. Intellectual Property Rights

Copyright. All materials on the Site other than User Content are either owned by Bobby the Bulldog or are the property of Bobby the Bulldog suppliers or licensors. You may not use these materials except as we give you written permission to do so.

Trademarks. The service marks and trademarks " Bobby the Bulldog " and the Bobby the Bulldog logo are owned by Bobby the Bulldog. Any other trademarks, service marks, logos and/or trade names appearing on the Site are the property of their respective owners. You agree that you recognize the rights of Bobby the Bulldog and the respective third parties in those marks. You may not copy or use any of these marks, logos or trade names without the written permission of the owner.

Ownership and Use. Bobby the Bulldog retains ownership of its intellectual property rights and you have no rights to Bobby the Bulldog intellectual property or Bobby the Bulldog rights in its intellectual property. Except to the extent you are actually reading materials on the Site as you use the Site or Services (or downloading or printing such materials for your personal reference), you have no right to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit or sublicense from materials or content available on the Site, other than User Content you create. You agree that we will have a perpetual right to use and incorporate into the Bobby the Bulldog Service any feedback or suggestions for enhancement that you provide to us concerning the Bobby the Bulldog Service, without any obligation of compensation.

Your Content. Other than the non-exclusive license granted to Bobby the Bulldog with respect to User Content, Bobby the Bulldog will not acquire an ownership interest in the User Content you post.

15. Employment and Withholding

Bobby the Bulldog is not an employment service and does not serve as an employer of any user. As such, Users are solely responsible (and Bobby the Bulldog is not responsible), for any tax, withholding or reporting, including, but not limited to, unemployment insurance, social security or payroll withholding tax or income reporting in connection with any services provided by Users.

As a Host, you acknowledge that you are responsible to pay any taxes that arise as a result of use of services via Bobby the Bulldog.

You understand and agree that if Bobby the Bulldog is found to be liable for any tax, withholding tax or reporting obligation in connection with any services provided or received by you, then you will immediately reimburse and indemnify Bobby the Bulldog for all costs, expenses and liabilities (including any interest and penalties) relating to the same.

You are responsible for complying with all applicable tax laws and regulations related to your use of the Site and Host-Provided Services. Without limiting the foregoing, each Host is responsible for determining any applicable local indirect taxes and for including such taxes or obligations related to such taxes in his or her listings. Bobby the Bulldog is not responsible for any taxes related to your use of the Site or the Host-Provided Services.

16. No Agency

No independent contractor, agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement. Without limiting the foregoing, except as expressly set forth herein, Bobby the Bulldog is not acting as an agent for any Host, Member or any other user or visitor of the Services or the Site. Bobby the Bulldog is not an employment service or agency, and does not serve as an employer or referral source for any User.

17. Governing Law

The Terms and your use of the Service, including, but not limited to, the Application will be governed by and construed in accordance with the laws of the State of California, applicable to agreements made and to be entirely performed within the State of California, without resort to its conflict of law provisions. In the event of any matter or dispute arising out of or in connection with these Terms, you and Bobby the Bulldog will submit to the exclusive jurisdiction of the state and federal courts in the State of California.

18. Severability

If any provision of these Terms is held unenforceable, then such provision will be modified to reflect the parties' intention, and all remaining provisions of these Terms shall remain in full force and effect.

19. Miscellaneous

The Terms (together with the Privacy Policy) represent your and Bobby the Bulldog entire understanding relating to the use of the Site and any Host-Provided Services provided related thereto and supersedes any prior or contemporaneous, conflicting or additional, communications. You should visit this page from time to time to review the then current Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages of the Site, which may be posted from time to time. Your continued use of the Website after any such changes and/or postings shall constitute your consent to such changes.

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

In the event of any litigation of any controversy or dispute arising out of or in connection with these Terms, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court or arbitral forum costs, and

reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. Any and all rights not expressly granted herein are reserved by Bobby the Bulldog.

No Joint Venture or Partnership. Nothing in these Terms and Conditions may be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other.

Complete Agreement. These Terms and Conditions contain the entire agreement between you and Bobby the Bulldog 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.

SMS Message Opt-in. Users agree to express consent to receive Short Message Service (SMS) communications from Bobby the Bulldog. Such SMS communications are primarily intended for the purpose of conveying significant updates pertinent to the Users' respective Bobby the Bulldog accounts. Such updates may include, but are not limited to, notifications of Bookings, Booking Requests, and other related correspondences.

Contact Information. If you have any questions or need further information as to the Site or the Services, or need to notify Bobby the Bulldog as to any matters relating to the Site or Services please contact us at:

Bobby the Bulldog, LTd

185 Haydons Road, London

Sw19 8TB, UK

bobbythebulldoggy@gmail.com