

BestyBnB™ Software Subscription Access Agreement and Terms of Use

Effective: January 1, 2021

This subscription access agreement and terms of use (“**Agreement**”) by and among BestyBnB, LLC, a Missouri limited liability company (“**BestyBnB**”), you, and the entity or organization on behalf of which you are accepting this Agreement, as applicable (collectively, “**you**”) for access to BestyBnB’s proprietary software and all related services, applications, mobile applications, software and online tools, documents and materials made available through the foregoing (collectively, the “**Software**”). BestyBnB and you are collectively referred to herein as the “**Parties**.”

BY CLICKING THE ACCEPTANCE BUTTON OR BY REGISTERING AN ACCOUNT, LOGGING INTO AN ACCOUNT, USING, OR OTHERWISE ACCESSING ANY PART OF THE SOFTWARE, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. TO THE EXTENT APPLICABLE, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE ENTITY OR ORGANIZATION ON BEHALF OF WHICH YOU ARE ACCEPTING THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST INDICATE NON-ACCEPTANCE AND REFRAIN FROM REGISTERING AN ACCOUNT, LOGGING INTO AN ACCOUNT, USING OR OTHERWISE ACCESSING ANY PART OF THE SOFTWARE.

SECTION 1. SOFTWARE ACCESS

1.1 Grant of Access. Subject to the terms of this Agreement, BestyBnB agrees to provide you with a non-exclusive, non-transferable user account to enable you to access and use the Software solely for your internal business needs (and not for service bureau, time-sharing, resale or similar services).

1.2 Usage Limitations. BestyBnB reserves the right to implement reasonable usage limitations from time to time on your use of the Software in order to ensure the continued availability of the Software to BestyBnB’s clients and to ensure adequate performance.

1.3 Equipment. You shall be solely responsible for providing, maintaining and ensuring the compatibility of all hardware, software, electrical and other physical requirements necessary for your access and use of the Software, including, without limitation, telecommunications and internet access connections and links, web browsers or other software, equipment, programs and services.

1.4 Reserved Rights. The Software is proprietary to BestyBnB and its licensors, if any, and is protected by intellectual property laws and treaties. Your access to the Software is licensed and not sold. BestyBnB reserves all rights not expressly granted to you herein, including, but not limited to, the right to alter, modify, update, enhance and/or improve the Software.

1.5 Reverse Engineering. You shall not modify, reverse engineer, reverse compile or disassemble the Software or any portion thereof.

1.6 Account Security. You shall be responsible for the security, confidentiality and integrity of all information that you receive or transmit through the Software. You shall be responsible for any authorized or unauthorized access or use of your account by any person. You have the affirmative responsibility to monitor and control access to your account and account information. If at any time you learn or suspect that your account information has been disclosed or otherwise made known to any person, you shall immediately notify BestyBnB. You shall bear all responsibility for the confidentiality of your password and all use or charges incurred from use of the Software through your account.

1.7 Circumvention. You shall not access the Software, any part thereof or any information contained therein through any technology or means other than through your account using your account information. Without BestyBnB’s advance written consent, you shall not use or launch any automated system, including, without limitation, “robots,” “spiders” or “offline readers,” that accesses the Software in a manner that sends more request messages to BestyBnB or the Software in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser.

SECTION 2. INTELLECTUAL PROPERTY

2.1 BestyBnB Intellectual Property. The intellectual property utilized in providing the Software is the valuable, confidential intellectual property of BestyBnB and its licensors. You may use the Software as permitted herein and may not otherwise disclose, modify, adapt, translate or create derivative works based on the Software or any portion thereof without the prior written consent of BestyBnB. As between the Parties, BestyBnB owns all right, title and interest in and to the Software, including without limitation, any and all proprietary documents and materials made available by BestyBnB through the Software and all ancillary and interface software, all current and future customizations, modifications, enhancements, revisions, new releases and updates thereof and any derivative works based thereon and all documentation thereto, all copyrights, trade secrets, patents, trademarks and goodwill therein, and all images, photographs, illustrations, graphics, audio, video and other content therein. All trademarks, service marks and logos used in connection with the Software are the trademarks, service marks or logos of BestyBnB or their respective owners, as applicable.

2.2 Your Materials. Use of the Software involves the processing, storage and use of data, text, graphics, photos, images, illustrations, designs, trademarks, works of authorship and other content provided by you (“**Your Materials**”). Because Your Materials are provided by you, BestyBnB does not control Your Materials. You shall provide Your Materials at the times and according to the formats and specifications set forth by BestyBnB. In connection with Your Materials, you affirm, represent and warrant that you own or have the necessary licenses, rights, consents and permissions to use and authorize BestyBnB to use all of Your Materials, including, without limitation, all intellectual property rights, rights of publicity and/or privacy, and any other similar or equivalent rights, in the manner contemplated hereunder and to transfer to and process Your Materials within the United States as required by applicable law. You will provide BestyBnB with copies of any ownership documentation, consents, licenses or other materials as may be reasonably requested by BestyBnB. As between the Parties, you retain all ownership rights in Your Materials. By providing Your Materials, you hereby grant BestyBnB a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sublicenseable and transferable license to use, reproduce, distribute, modify, edit, adapt, publish, translate, incorporate, prepare derivative and collective works utilizing, display and perform Your Materials (or modifications thereof) for purposes of providing access to the Software to you under this Agreement and to provide or for use with BestyBnB’s other products and services.

2.3 Inaccurate Materials; Use of Results. All of Your Materials originate from you, and as such, are beyond the control of BestyBnB. BestyBnB neither initiates the uploading of Your Materials nor monitors the accuracy of Your Materials being uploaded. Without limiting the generality of any other provision of this Agreement, BestyBnB shall have no responsibility for or liability related to the accuracy, content, currency, completeness or delivery of Your Materials. You are responsible for the accuracy, content, currency, completeness and delivery of Your Materials uploaded by you, and you warrant that Your Materials posted by you are accurate, current and complete. You understand and agree that the Software is a marketplace and a productivity tool with parameters defined by BestyBnB in BestyBnB’s sole and absolute discretion. You are solely responsible for any decisions made, actions taken or failures to act based on information obtained while, or as a result of, using the Software. You acknowledge that any information obtained through the use of the Software is only a factor, among many, in any decision made by you and that any decisions are based on the totality of the circumstances and not solely on results obtained from use of the Software.

2.4 Suggestions. You hereby irrevocably assign to BestyBnB any and all rights relating to suggestions, enhancement requests, recommendations or other feedback provided by you relating to the operation of the Software.

2.5 BestyBnB Materials. You acknowledge that BestyBnB is an independent consultant performing similar services for other clients, and as such, BestyBnB shall retain ownership of BestyBnB Materials. “**BestyBnB Materials**” shall mean (a) any data, content, documentation, software, platforms, wireframes, products, tools, ideas, concepts, modules, algorithms, techniques, methods, processes, methodologies, libraries and know-how conceived, developed or reduced to practice by BestyBnB prior to this Agreement (collectively, the “**Pre-Existing Materials**”), (b) any modifications, revisions or enhancements made by BestyBnB to the Pre-Existing Materials (excluding Your Materials and your Confidential Information) concurrently with or subsequent to this Agreement, and (c) any materials developed by BestyBnB as a utility routine, generalized interface or platform or otherwise not developed solely and exclusively for you,

and including any and all intellectual property rights and goodwill associated with the foregoing. BestyBnB shall be entitled to use the BestyBnB Materials for itself or other clients.

SECTION 3. YOUR REPRESENTATIONS AND COVENANTS

You represent, warrant and covenant to BestyBnB on your behalf and, to the extent applicable, the entity or organization on behalf of which you are accepting this Agreement that: (a) all information provided by you to BestyBnB is truthful, accurate and complete; (b) you shall comply with all terms and conditions of this Agreement; (c) your access to and/or use of the Software does not and will not constitute a breach or violation of any other agreement, contract, terms of use or similar policy or understanding to which you are or may be subject; (d) you will not use the Software to violate any statute, law, rule or regulation, to violate any agreement with BestyBnB or to otherwise violate the legal rights of BestyBnB or any third person; (e) you will not access or use the Software in order to gain competitive intelligence about BestyBnB, the Software or any product or service offered by BestyBnB, to develop competitive products or services or to otherwise compete with BestyBnB; (f) you will not disseminate, store or transmit files, graphics, software, data or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, similar or other rights of any person; (g) you will not interfere, disrupt or attempt to gain unauthorized access to other accounts on the Software or any other computer network; (h) you will not disseminate, store or transmit viruses, Trojan horses or any other malicious code or programs; and (i) you will not disseminate or otherwise make available any proprietary documents or materials made available through the Software to third parties unrelated to your internal business needs without the prior written consent of BestyBnB.

SECTION 4. CONFIDENTIALITY

4.1 Confidential Information. By virtue of this Agreement, each party may have access to information that is confidential to the other party ("**Confidential Information**"). BestyBnB's Confidential Information shall include, but not be limited to, the BestyBnB Materials, Software, and any documents or materials made available through the Software, documentation, formulas, methods, know how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, terms and pricing, and any information clearly identified in writing as confidential or information which, by its nature, should reasonably be known by you at the time of disclosure as confidential. Your Confidential Information shall include any and all shooting scripts uploaded by you to the Software and under no circumstances will any such scripts be Confidential Information of BestyBnB, nor, under any circumstances whatsoever, will any such scripts ever apply to the exceptions of the Confidential Information set forth in the following sentence. The following information will not be considered Confidential Information: (a) information which was in the public domain prior to its disclosure; (b) information which becomes part of the public domain by any means other than through violation of this Agreement; (c) costume, prop or set decoration information; or (d) information independently developed by the receiving party without reference to the disclosing party's Confidential Information, already in the receiving party's possession prior to receipt from the disclosing party, or rightfully provided to the receiving party from a third party without restriction.

4.2 Confidentiality and Non-Use. The receiving party acknowledges that the disclosing party's Confidential Information constitutes valuable, proprietary information of the disclosing party, and each party agrees that it shall use the disclosing party's Confidential Information solely in accordance with the provisions of this Agreement and shall not use or disclose, or permit to be used or disclosed, the same, directly or indirectly, to any third party without the disclosing party's prior written consent or as otherwise set forth in this Agreement. The receiving party shall safeguard the disclosing party's Confidential Information from unauthorized use and disclosure using measures that are equal to the standard of performance used by it to safeguard its own Confidential Information of comparable value, but in no event less than reasonable care.

4.3 Permitted Disclosure. The receiving party may disclose Confidential Information as required by law or in compliance with any court order; provided that the receiving party gives the disclosing party reasonable notice as permitted by law that such Confidential Information is being sought by a third party in order to afford the disclosing party the opportunity to limit or prevent such disclosure.

SECTION 5. TERM; TERMINATION AND RENEWAL

5.1 Term. This Agreement is effective upon your acceptance as set forth herein and shall continue unless otherwise terminated or suspended by BestyBnB at any time, without prior notice.

5.2 Termination or Suspension, in general. BestyBnB has and specifically reserves, in its sole discretion, the authority and right to suspend or terminate access to BestyBnB or the services provided by BestyBnB or under the BestyBnB platform any person or institution for any reason or no reason, including without limitation violation of any terms, conditions, or other obligations contemplated in this Agreement, misuse or abuse of information obtained or accessed through the use of BestyBnB, including without limitation, pictures, videos, or audio recordings of pets, or any other activity deemed inappropriate, hostile, or dangerous in BestyBnB's sole discretion.

5.3. Termination for Infringement. BestyBnB may terminate this Agreement and your access to the Software immediately in the event BestyBnB determines that you are a repeat infringer of any third party intellectual property rights.

5.4 Effect of Termination. Upon termination, BestyBnB shall cease providing access to the Software and you shall terminate all use of the Software, including, without limitation your use of any and all proprietary documents and materials made available through the Software, and each party shall return or destroy the other party's Confidential Information. BestyBnB shall have no obligation to maintain or provide any of Your Materials and may thereafter, unless legally prohibited, delete all of Your Materials in its systems or otherwise in its possession or under its control.

SECTION 6. LIMITED WARRANTY; AVAILABILITY AND DISCLAIMER

6.1 Limited Warranty. BestyBnB warrants that the components of the Software are either owned by BestyBnB or used under license if owned by third parties.

6.2 Availability of the Software. BestyBnB will use commercially reasonable efforts to make the core functions and features of the Software available for access by you via the Internet ninety-five (95%) of the time twenty-four (24) hours a day. You understand and agree that from time to time the Software may be inaccessible or in the event of periodic maintenance procedures or repairs that BestyBnB may undertake and of which BestyBnB will endeavor to notify you at least twenty-four (24) hours in advance by email or by posting via the Software or the BestyBnB website. BestyBnB will not be liable for failure to provide access to the Software due to any emergency maintenance, any catastrophic system failure at BestyBnB or any of its service providers, any failures of your equipment or systems, or due to other acts outside the control of BestyBnB (including, without limitation, any mechanical, electronic or communications failure, failures due to viruses or malicious attacks or for general slow speed of the Internet).

6.3 Disclaimer. WITH THE EXCEPTION OF THE FOREGOING LIMITED WARRANTY, BESTYBNB EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND RELATING TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BESTYBNB MAKES NO WARRANTY THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING WILL BE ACCURATE OR ERROR-FREE, OR THAT THE SOFTWARE WILL MEET YOUR EXPECTATIONS. BESTYBNB'S AGENTS HAVE NO AUTHORITY TO GIVE ANY WARRANTIES ON BEHALF OF BESTYBNB.

SECTION 7. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROHIBITED BY LAW, AND IN ADDITION TO LIMITATION OF LIABILITY PROVISION CONTEMPLATED ELSEWHERE UNDER THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL BESTYBNB BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOST PROFITS, LOSS OF DATA, WORK STOPPAGE, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE SOFTWARE, OR THE INTERNET GENERALLY, INCLUDING, WITHOUT LIMITATION, YOUR USE OR INABILITY TO USE THE SOFTWARE, ANY CHANGES TO OR INACCESSIBILITY OF THE SOFTWARE, ANY DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIALS OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH

THE SOFTWARE, OR ANY DATA OR MATERIALS FROM A THIRD PERSON ACCESSED ON OR THROUGH THE SOFTWARE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE. THE SOFTWARE IS NOT A BACKUP SERVICE FOR STORING YOUR MATERIALS, AND BESTYBNB SHALL HAVE NO LIABILITY REGARDING ANY LOSS OF YOUR MATERIALS. YOU ARE SOLELY RESPONSIBLE FOR CREATING BACKUPS OF ANY OF YOUR MATERIALS YOU UPLOAD TO THE SOFTWARE. BESTYBNB IS NOT AN INSURER WITH REGARD TO PERFORMANCE OF THE SOFTWARE. THE DISCLAIMER OF WARRANTIES AND THE LIMITATION OF LIABILITY ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR YOU TO OBTAIN THE RIGHT TO USE THE SOFTWARE FOR THE SPECIFIED FEES, IF ANY. YOU AGREE TO ASSUME THE RISK FOR ALL LIABILITIES DISCLAIMED BY BESTYBNB CONTAINED HEREIN.

SECTION 8. INDEMNIFICATION

You agree to indemnify, hold harmless and defend BestyBnB, its members, managers, officers, employees and agents from and against any and all actions, causes, claims, damages, debts, demands or liabilities, including reasonable costs and attorneys' fees, asserted by any person or entity, arising out of or relating to: (a) this Agreement; (b) your use of the Software, including any of Your Materials, data or work uploaded, transmitted or received by you; (c) any unacceptable use of the Software by you or through your account, including, without limitation, any of Your Materials or any statement, data or content made, uploaded, transmitted or republished by you that is prohibited under applicable law or by this Agreement; (d) any intentional or negligent act or omission of you; and/or (e) your violation of any third party rights, including, without limitation, any intellectual property or privacy right.

SECTION 9. GENERAL PROVISIONS

9.1 Independent Contractors. The Parties and their respective personnel are and shall be independent contractors and neither party shall, by virtue of this Agreement, have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

9.2 Assignment. You shall not assign or otherwise transfer this Agreement, your license under this Agreement or any of your rights or duties hereunder to another party, by operation of law or otherwise, without the prior written consent of BestyBnB. Any attempted assignment or transfer in contravention of this Agreement shall be void and of no effect. BestyBnB may assign this Agreement and any and all of its rights or duties hereunder at any time without advance written notice to you. BestyBnB may subcontract its obligations under this Agreement provided that BestyBnB shall remain primarily responsible for the performance of those obligations under the Agreement.

9.3 Waiver. No failure to enforce or waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

9.4 Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not a part of this Agreement.

9.5 Notices. Any notices given under this Agreement must be given in writing directed to the last known address of each party, or to such other address as either party may substitute by written notice to the other. Notices will be deemed given (a) when personally delivered; (b) if sent by recognized overnight national courier service, on the second business day after deposit with the courier, properly addressed and fee prepaid or billed to sender; or (c) when sent by fax or e-mail, upon receipt of proper confirmation of sending, provided a copy of the notice is concurrently sent by mail.

9.6 Governing Law; Venue. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Missouri, without reference to its conflicts or choice of law principles. All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts located in or serving Jackson County, Missouri, USA. The Parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each of the Parties by such federal and/or state courts. The Parties hereby irrevocably waive any and all objections

which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by such federal or state courts and to the laying of venue of any such suit, action or proceeding brought in any such federal or state court.

9.7 Headings. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

9.8 Force Majeure. Neither party will be liable for any delay in performing its obligations (other than payment of money) if the delay is caused by any event beyond the reasonable control of the party, including, without limitation, acts of nature, war or insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, storm or flood, material or products shortages, labor disturbances, epidemic, disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any manufacturer or supplier delay in delivery or non-delivery, governmental action, terrorist attack or other similar event.

9.9 Survival. The terms and provisions of Sections 1.4, 1.5, 1.6, 1.7, 2, 3, 4, 5.3, 6, 7, 8, 9, 10, 11, and 12 shall survive any termination or expiration of this Agreement.

9.10 Entire Agreement. This Agreement, including any other exhibits or documents referenced herein and hereby incorporated by this reference, constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the Parties concerning the Software.

9.11 Amendment. BestyBnB reserves the right, in its discretion, to change, modify, add or remove portions of this Agreement at any time by posting such changes at bestybnb.com. If you registered for an account with a valid email address, then BestyBnB will endeavor to notify you of such changes via the email address that you provided to BestyBnB. You fully understand and agree that you have the affirmative obligation to check bestybnb.com periodically for changes, and you hereby agree to periodically review bestybnb.com for such changes. The continued use of the Software following the posting of changes at bestybnb.com will constitute your acceptance of those changes. The most current version of this Agreement can be reviewed at bestybnb.com

9.12 Export Restrictions. You shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Software. Without limiting the generality of the foregoing, you represent that (a) you are not named on or acting on behalf of any person or entity named on any U.S. or other applicable government list of persons or entities prohibited from engaging in transactions, and (b) you shall not access or use the Software in violation of any U.S. or other applicable countries' export embargo, prohibition or restriction. You recognize and acknowledge that some countries have restrictions on the use of encryption within their borders or the import or export of encryption even if only for temporary personal or business use, and you further acknowledge and agree that you are ultimately responsible for complying with any and all government import, export and other applicable laws.

SECTION 10. GENERAL USER-SPECIFIC PROVISIONS

10.1. Booking Transactions and Payment for Services within BestyBnB. For all Bookings, regardless of the transaction or service type regarding such Bookings, Pet Caregivers, Pet Owners, or Institutions, as applicable, such transactions and the agreements related thereto are between or among, as applicable, the Pet Caregiver, Pet Owner, or Institution. When a Booking Request is initiated by a Pet Owner or Institution and accepted by a Pet Caregiver, the Pet Owner or Institution, as applicable, agree to pay the total amount due for such Booking Request, subject to the then applicable cancellation policy set by the Pet Caregiver. By your use of BestyBnB and upon the acceptance of any Booking Request, you authorize your chosen payment method, whether credit card or bank account, to be charged for the amount of the applicable booking and according to the terms outlined therein. By your use of BestyBnB and upon the acceptance of any Booking Request, you also certify that you are an authorized owner or user of the applicable payment method, whether credit card or bank account, and that you will not dispute such payment with your credit card company or bank, so long as the transaction corresponds to the terms indicated and agreed to in the applicable Booking Request.

10.2. Communication. You consent to the use of email, SMS, text messages, in-app messages, or any other electronic means implemented or incorporated by BestyBnB for communication for all purposes, regardless of any inclusion or potential inclusion of your number or numbers presence on or in call or contact restriction services or lists. Normal messaging, data and other rates and fees may apply to these communications.

10.3. Pet Pictures, Videos, or Other Media. As a Pet Owner or Institution, by your use of BestyBnB you understand and agree that Pet Caregivers may take pictures, videos, or audio recordings of your pet during a Booking. By your use of BestyBnB you understand and agree that Pet Caregivers may in their discretion share, post, save, or otherwise use or provide such pictures, videos, or audio recordings to BestyBnB through the booking messages, pet pics and updates, or other message thread, as applicable. Except as contemplated below for Domestic Violence Shelter Institution, you also agree that Pet Caregivers may share, post, save, or otherwise use or provide such pictures, videos, or audio recordings to their own social media accounts or other web or mobile solutions or providers in their sole discretion. By your use of BestyBnB you understand and agree that BestyBnB, in its sole discretion, may use such pictures, videos, or audio recordings for internal review or quality assurance purposes, or for use with marketing, public relations, social media posts or campaigns, or other such promotional service, and that you have no ownership, right, title, or other proprietary interest or claim to such pictures, videos, or audio recordings of your pet, except for the limited license contemplated below in this Section 10.3. Notwithstanding the above, BestyBnB hereby grants you a limited, revocable, non-exclusive license to copy, save, upload or otherwise use pictures, videos, or audio recordings of your pet that are made available by BestyBnB through the BestyBnB platform. Such license shall be for persona use only, and not for any commercial purpose whatsoever. Also notwithstanding the above, for Bookings by Domestic Violence Shelter institutions, Pet Caregivers shall never share, post, save, or otherwise use or provide such pictures, videos, or audio recordings of your pet to their own social media accounts or other web or mobile solutions or providers, and rather shall only transmit such pictures, videos, or audio recordings of your pet through BestyBnB via the booking messages, pet pics and updates, or other message thread, as applicable.

10.4. Return of Pets. Pet Caregivers agree to return any and all pets to the Pet Owner or Institution, as applicable, at the time and upon the terms contemplated under the applicable Booking. If, as a Pet Owner, you fail to accept the return of your pet from Institution and/or a Pet Caregivers at the appropriate, agreed upon time under the agreed terms of a Booking or as otherwise amended and agreed upon by or among you, the Institution, or the Pet Caregiver, as applicable, you agree that your pet, and your ownership rights thereto, shall be considered relinquished and the Institution or Pet Caregiver may place the pet for rehoming, adoption, or other disposition with a local animal shelter or animal rescue organization as it determines appropriate in their sole discretion, and that you freely forfeit all rights to such pet.

10.5. Cancellation. The cancellation of any Booking under the BestyBnB platform shall be governed by the conditions contemplated in this Section 10.5. As a Pet Owner, Pet Caregiver, or Institution, as applicable, by your use of BestyBnB you agree to the Cancellation Policy terms as follows:

10.5.1 Strict: A Full Refund (minus transaction & processing fees) is available if the Booking is Cancelled at least 5 days (120 hours) before the agreed upon "Start" time, the day of the Service. If the Booking is Cancelled less than 5 days (120 hours) before the agreed upon "Start" time a 50% Refund (minus transaction & processing fees) is available. Once a Booking has officially begun (at the agreed upon "Start" time/date), it cannot be cancelled, and no refunds will be available.

10.5.2 Moderate: A Full Refund (minus transaction & processing fees) is available if the Booking is Cancelled at least 48 hours before the agreed upon "Start" time, the day of the Service.

If the Booking is Cancelled less than 48 hours before the agreed upon "Start" time, a 50% Refund (minus transaction & processing fees) is available. Once a Booking has officially begun (at the agreed upon "Start" time/date), it cannot be cancelled, and no refunds will be available.

10.5.3 Lenient: A Full Refund (minus transaction & processing fees) is available if the Booking is Cancelled at least 24 hours before the agreed upon "Start" time, the day of the Service.

If the Booking is Cancelled less than 24 hours before the agreed upon "Start" time, a 50% Refund (minus transaction & processing fees) is available. Once a Booking has officially begun (at the agreed upon "Start" time/date), it cannot be cancelled, and no refunds will be available.

10.5.4 Most Lenient: A Full Refund (minus transaction & processing fees) is available if the Booking is Cancelled up until the agreed upon "Start" time, the day of the Service. Once a Booking has officially begun (at the agreed upon "Start" time/date), it cannot be cancelled, and no refunds will be available.

SECTION 11. PET CAREGIVER-SPECIFIC PROVISIONS

11.1. Inherent Nature of Animals and Risk in Caring for Pets. By your use of the BestyBnB platform and upon your acceptance of any Booking Request from a Pet Owner or Institution, as applicable, you acknowledge and affirm that each and every pet you agree to care for under the terms of a Booking is an animal that is unpredictable and, potentially, dangerous to you, your property, or other individuals or other individual's property, and that there is inherent risk associated with caring for or providing service to or for such animals or its owner. Further, by your use of the BestyBnB platform and upon your acceptance of any Booking Request from a Pet Owner or Institution, as applicable, you expressly accept such inherent risk described in this [Section 11.1](#).

11.2. WAIVER AND LIMITATION OF LIABILITY. UNDER THE RISK ASSUMED AND ACCEPTED AS CONTEMPLATED UNDER ABOVE SECTION 11.1, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BESTYBNB, PET OWNERS, OR INSTITUTIONS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO ANY AND ALL INJURIES TO YOU OR ANY OTHER PERSON OR DAMAGE TO YOUR PROPERTY OR ANY OTHER PERSON'S PROPERTY RESULTING FROM ANY ACT OF ANY PET YOU AGREE TO CARE FOR UNDER ANY BOOKING OR UNDER ANY OTHER TERMS OR CONDITIONS CONTEMPLATED UNDER THIS AGREEMENT OR APPLICABLE TO YOUR USE OF BESTYBNB, AND YOU SPECIFICALLY AGREE TO ASSUME THE RISK FOR ALL LIABILITIES DISCLAIMED BY BESTYBNB CONTAINED HEREIN.

11.3. Medical/Veterinary Emergencies: Pet Caregiver. In the event of a medical/veterinary emergency regarding a pet you are caring for under an Active Booking, you agree to immediately contact the Pet Owner or institution, as applicable. If, in the event of an emergency, the Pet Owner fails or refuses to authorize veterinary care services that you request, the Pet Owner, by their use of the BestyBnB platform and their Booking Request, authorizes you, as Pet Caregiver to make any and all pet care decisions regarding the veterinary emergency.

11.4. Rates and Bookings. Under the BestyBnB platform, as a Pet Caregiver you may set your fees for services at any price in your sole discretion, including, if you choose, \$0.00 (typically regarding services for Institutions). When a Pet Owner or Institution send a Booking Request to you, once accepted, the services requested and the corresponding price therefor shall be binding on you and the Pet Owner or Institution, as applicable and subject to your stated Cancellation Policy. BestyBnB is not party to your Booking, but rather serves as the conduit for your Booking agreement within the Pet Caregiver Marketplace.

11.5. Booking Fees. BestyBnB does not take a percentage of your rates or fees earned by you under a Booking. Rather, BestyBnB adds a modest technology fee to your rate for each Booking. You keep 100% of your rates, subject to any refunds required under your applicable Cancellation Policy. Pet Owners or Institutions will see your rate, plus the BestyBnB technology fee, in the Pet Caregiver Marketplace. Regarding any Booking Request, you and the Pet Owner or Institution, as applicable, will see your rate, plus the BestyBnB technology fee, and any applicable payment processing service fees, allowing all involved parties to see the exact amount that will be charged for each accepted Booking.

11.6. Background Checks. You agree and consent to a background check as a condition precedent to becoming an approved Pet Caregiver in the BestyBnB platform. You agree and authorize BestyBnB to use a reputable and secure third-party vendor to perform such background check, and agree to provide all necessary information, including personal information, for purposes of such background check. The purpose of the background check is for vetting you, and each other potential Pet Caregiver, regarding any potential past criminal history. BestyBnB relies on third party vendors to perform such background checks and is not required to further independently verify any provided results, though it is not prohibited from doing so. You hereby consent to BestyBnB's collection, use, and disclosure of the information produced by the background check and agree that BestyBnB may make decisions about your fitness for approval as a Pet Caregiver based on information produced by the background check in its sole discretion.

SECTION 12. PET OWNER-SPECIFIC PROVISIONS

12.1. Inherent Nature of Animals. By your use of the BestyBnB platform and upon any Booking Request you send to a Pet Caregiver you acknowledge and affirm that each and every pet you seek care for under the terms of a Booking is an animal that is unpredictable and, potentially, dangerous to itself, people or property, and that there is inherent risk of pet injury or loss associated with requesting services from a Pet Caregiver. You also agree that you are solely responsible for the actions, behavior, and potential harm caused thereby, of each and every pet who subject to or receives services under a Booking in the BestyBnB Platform. Further, by your use of the BestyBnB platform and upon your acceptance services under any Booking Request you expressly accept such inherent risk described in this Section 12.1.

12.2. WAIVER AND LIMITATION OF LIABILITY. UNDER THE RISK ASSUMED AND ACCEPTED AS CONTEMPLATED UNDER ABOVE SECTION 12.1, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BESTYBNB OR PET CAREGIVERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO ANY AND ALL INJURIES TO OR LOSS OF YOUR PET RESULTING FROM ANY BOOKING OR UNDER ANY OTHER TERMS OR CONDITIONS CONTEMPLATED UNDER THIS AGREEMENT OR APPLICABLE TO YOUR USE OF BESTYBNB, AND YOU SPECIFICALLY AGREE TO ASSUME THE RISK FOR ALL LIABILITIES DISCLAIMED BY BESTYBNB CONTAINED HEREIN.

12.3. Medical/Veterinary Emergencies: Pet Owner. When you, as a Pet Owner or Institution, send a Booking Request that is accepted by the applicable Pet Caregiver, you authorize such Pet Caregiver to make any and all pet care decisions for my pet regarding veterinary care if you cannot be reached to make such decisions and to authorize such veterinary care yourself in the event of an emergency. Your failure or refusal to authorize veterinary care services requested by the Pet Caregiver shall forever release the Pet Caregiver from any and all damages, liability, or injury, of any kind, arising from or relating to such veterinary care or lack thereof, as applicable. Similarly, your failure or refusal to authorize veterinary care services requested by the Pet Caregiver shall forever release BestyBnB from any and all damages, liability, or injury, of any kind, arising from or relating to such veterinary care or lack thereof, as applicable. Unless agreed to under the terms of a Booking or otherwise evidenced in writing, Pet Owners shall be responsible for the costs of any such veterinary services or treatment for pets.