

Terms and Conditions

Last updated: March 10, 2018

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY

Sidelick SAL (hereafter referred to as "**Sidelick**," "**we**," "**us**" and "**our**") offers an online platform, software applications, resources and services for pet owners (the "**Pet Owners**") and pet-related service providers (the "**Pet Sitters**") to find each other, interact and communicate with each other, and arrange for the provision of pet care services (collectively, the "**Services**"). The following Terms and Conditions (the "**Terms**") govern your use of the Services, whether accessed from our website at <http://www.sidelick.com> (the "**Website**"), our mobile application and mobile website, our Facebook or Instagram page, our online or phone support offerings, or any other access point made available to the user by Sidelick.

1. Acceptance of Terms; Modifications. These Terms are a binding legal agreement between you and Sidelick. BY ACCESSING OR USING THE SERVICES, YOU ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHOULD NOT ACCEPT THEM, IN WHICH CASE YOU DO NOT HAVE THE RIGHT TO USE THE SERVICES.

You understand and agree that we may change the Terms from time to time, and that any such changes will be effective immediately (except as otherwise described in Section 18.9 below) when we post the modified Terms on the Services. Your continued access and use of the Services after we post the modified Terms will constitute your consent to be bound by the modified Terms.

2. Services.

2.1 Nature of the Services. The Services provided by Sidelick consist of a desktop Web application, mobile applications, and other related tools, support and services that puts in contact Pet Owners with Pet Sitters and allows them to communicate and interact with each other. Fees are charged for some aspects of the Services, as described below in Section 10.

2.2 Sidelick does not in any way provide direct pet care services. Sidelick is a platform for Pet Sitters and Pet Owners. Sidelick is not in any way a Pet Sitter and, except for support specifically described in the Services, does not provide pet care services. We make no representations or warranties about the quality of boarding, pet sitting, dog walking, house sitting, transportation, or other services provided by Pet Sitters ("**Pet Care Services**"), or about interactions and dealings between users of the Services. Sidelick does not employ, recommend or endorse any Pet Sitters or Pet Owners, and will not be responsible or liable for the performance or conduct of any selected Pet Sitters or Pet Owners, whether online or offline. Sidelick conducts an initial review of Pet Sitter applications, undertakes a basic background check on Pet Sitters and may provide Pet Sitters, from time to time, with training sessions regarding Pet Care Services, but, except where explicitly specified in the Services (and then only to the extent specified), do not otherwise screen Pet Sitters or Pet Owners. Users of the Sidelick platform should exercise caution and use their independent judgment before engaging a Pet Sitter, providing services, or otherwise interacting with users via the Services. Pet Owners are solely responsible for making decisions that are in the best interests of themselves and their pets. For instance, each Pet Owner is responsible for keeping current his or her own pet's vaccinations, and Sidelick will have no liability for anyone's failure to vaccinate his or her pet or for any incident due to a lack of care of the Pet Owner or his failure to follow up his pet's health or to undertake the necessary checkups at the veterinarian.

2.3 Release. **We hereby expressly disclaim, and you hereby expressly release Sidelick from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss, harm and/or damages arising from and/or in any way related to your interactions or dealings with other users or their pets and the acts and/or omissions of Pet Sitters and Pet Owners, whether online or offline. You acknowledge and agree that YOUR USE AND/OR PROVISION OF ANY OF THE SERVICES OFFERED ON THE SIDELICK PLATFORM AND/OR THE PET CARE SERVICES IS AT YOUR SOLE AND EXCLUSIVE RISK.**

2.4 Transactions are between Pet Owners and Pet Sitters. The Services may be used to find and offer Pet Care Services and to facilitate payment, but all transactions conducted via the Services are between Pet Owners and Pet Sitters. Except for the limited refunds of Sidelick's fees described in Section 10.5 and the "Reservation Guarantee" specified in Section 10.5, you agree that Sidelick has no liability for damages associated with Pet Care Services (which may include bodily injury to, or death of, a pet or damages to a third party caused by a pet or a Pet Sitter) or resulting from any other transactions between users of the Services.

2.5 Bookings. A transaction on the Services is concluded between a Pet Owner and a Pet Sitter when they both agree to a "booking" that specifies the fees, time period, cancellation policy, and other terms for provision of Pet Care Services (a "**Booking**"). Once you complete a Booking, you agree to honor all the terms of such Booking including the payment of the price.

2.6 Pet Owners are Solely Responsible for Evaluating Pet Sitters. Pet Owners are solely responsible for reading thoroughly Pet Sitters profiles on the Website and evaluating the suitability of Pet Sitters for the services they offer to provide. Though Sidelick performs a limited review of applications to become Pet Sitters and undertakes a basic background check on Pet Sitters and may give Pet Sitters, from time to time, appropriate trainings on Pet Care Services, screening of Pet Sitters is limited, and Sidelick does not warrant that any such screen is accurate, complete, conclusive or up-to-date. Similarly, Sidelick does not endorse reviews of Pet Sitters by other Pet Owners that may be available via the Services, and Sidelick makes no commitments that such reviews are accurate or legitimate.

2.7 Abandoned Pets; Re-homing. Pet Owners who arrange for Pet Care Services and fail to retrieve their pet at the end of the service period identified in a Booking agree that Sidelick (or the Pet Sitter) may, in its (or his or her) sole discretion, place the pet in foster care and/or notify animal control authorities. Pet Owner agrees to reimburse Sidelick and/or the Pet Sitter for all costs and expenses associated with such actions.

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

2.9 Emergencies. We recommend that Pet Owners give their Pet Sitters contact information where they can be reached in the event medical care for a pet becomes necessary. Pet Sitters agree to immediately contact Pet Owners in the event such care becomes necessary or, if contact

information for the Pet Owner is not available, to immediately contact the insurance provider hotline **0096181665441**. If you are a Pet Owner, you hereby authorize your Pet Sitter and Sidelick 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 Sidelick. Pet Owners are solely responsible for the costs of any such medical treatment for pets and, if you are a Pet Owner, you hereby authorize Sidelick to charge your credit card or other payment method for such costs. In certain circumstances, Pet Owner may be eligible for reimbursement through insurance coverage, as more fully described in Section 8.

2.10 Consultation Services. Sidelick may offer Pet Owners and Pet Sitters 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 Services. If you use these third party consultation services, you should use them only in conjunction with, and not as a substitute for, professional veterinary care. You agree to resort solely to the applicable third party consultation service in the event of any claims arising from their services.

3. Eligibility. By accessing and using the Services, you certify that (1) you are 18 years of age or older, and (2) if registering to be a Pet Sitter, you are legally eligible to work in the jurisdiction where you will provide Pet Care Services, you have complied and will comply with all applicable laws and regulations that are applicable to you, and you have obtained all business licenses, permits, and fulfilled any other necessary requirements to legally provide Pet Care Services. You acknowledge that Sidelick is entitled to rely on these commitments, and is not responsible to ensure that all users have met these eligibility conditions.

4. Use of the Services; Suspension.

4.1 Your Conduct on the Services. When you use the Services, you agree:

- To use the Services only in a lawful manner and only for its intended purposes.
- Not to use the Services to arrange for the care of exotic or inherently dangerous pets such as venomous snakes or constrictors, primates, wolves or wolf hybrids, non-domesticated cats, alligators, horses or other livestock, or any animal with a history of attacks on pets or people.
- Not to submit viruses or other malicious code to or through the Services.
- Not to use the Services, or engage with other users of the Services, for purposes that violate the law.
- Not to use the Services to arrange for the provision and purchase of services with another user, then complete transactions for those services offline.
- Not to post reviews about Pet Sitters that aren't based on your personal experience, that are intentionally inaccurate, or that violate these Terms.
- Not to post content or materials that are pornographic, threatening, harassing, abusive, or defamatory, or that contain nudity or graphic violence, incite violence, violate intellectual property rights, or violate the law or the legal rights (for example, privacy rights) of others.
- Not to post "spam" or other unauthorized commercial communications.
- To use the Services only for your own purposes, and not to impersonate any other person.
- Not to transfer or authorize the use of your account for the Services by any other person.
- Not to provide false information in your profile on, or registration for, the Services.
- Not to interfere with our provision of, or any other user's use of, the Services.
- Not to solicit another user's username and password for the Services.

- Not to use any other's user account or use any Service or provide any Pet Care Service by using someone else's account on the Website.

4.2 Suspension and Termination. You understand and agree that we have no obligation to provide the Services to you, nor any obligation to continue providing it once we have begun. If we believe your conduct on the Website or Services is inappropriate or violates these terms, and for any other reason (or no reason at all), we reserve the right to suspend or terminate your access to the Services or to definitively close your account on the Website in our sole discretion.

5. Registration; Account Security. In order to use some aspects of the Services, you will be required to create a username, password, and user profile. If you elect to use the Services, you agree to provide accurate information about yourself and keep this information up-to-date. You agree not to impersonate anyone else and not to maintain more than one account. You are responsible for maintaining the confidentiality of your username and password for the Services, and you agree not to authorize anyone else to use your username and password. You are responsible for all activity under your account. You agree to notify us promptly of any unauthorized use of your account.

6. Privacy. Our collection and use of your personal information on the Services is described in our Privacy Policy. By accessing or using the Services, you acknowledge and consent to the Privacy Policy.

7. Personal Content.

7.1 Personal Content. We may require or allow you (or someone else on your behalf) to submit or upload text, photographs, images, videos, reviews, information and materials to your profile on the Services or otherwise in connection with using the Services and/or participating in promotional campaigns we conduct on the Site (collectively, "**Personal Content**"). For example, Pet Sitters are invited to create a profile page with a photograph and other information and to transmit photos of the dogs under their care to Pet Owners, while Pet Owners may submit reviews of Pet Sitters.

7.2 License. Except for the limitations on our use and disclosure of personal information described in our Privacy Policy, you grant Sidelick an irrevocable, perpetual, non-exclusive, fully paid worldwide license to use, copy, perform, publicly display, reproduce, adapt, modify, transmit, broadcast, prepare derivative works of, and/or distribute Personal Content in connection with providing and/or promoting the Services, and to sublicense these rights to third parties.

7.3 Release. If your name, voice, image, persona, likeness, or performance is included in any of the Personal Content, you hereby waive, and release Sidelick 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 Personal Content in accordance with the license in Section 7.2 and the other provisions of these Terms.

7.4 Your Representations and Warranties about Personal Content. You represent and warrant that (1) you are the owner or licensor of the Personal Content, and that you have all rights, consents and permissions necessary to grant the license in Section 7.2 and make the release in Section 7.3 with respect to the Personal Content, (2) that you have any necessary consents and releases from individuals who appear or whose pets appear in the Personal Content; and (3) the Personal Content does not violate the law or these Terms.

7.5 Right to Remove or Screen Personal Content. Though we are not obligated to do so, we reserve the right to monitor, screen, edit and/or remove Personal Content on the Services. Our enforcement of these Terms with respect to Personal 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 have no obligation to retain or provide you with copies of Personal Content, nor will we have any liability to you for any deletion, disclosure, loss or modification to the Personal Content. It is your sole responsibility to maintain backup copies of your Personal Content.

7.6 Reviews. If you are a Pet Sitter, we have no obligation to provide you with the content of any reviews about you submitted by other users of the Services, whether before or after termination of your account for the Services. We will have no liability to you for any deletion, disclosure, loss or modification of these reviews. We reserve the right to screen, edit or remove these reviews from the Services at any time.

8. Sidelick Insurance Program.

8.1 Insurance Program. For Pet Care Services booked through Sidelick, Sidelick offers the insurance program described in the following link <https://sidelick.com/wp-content/uploads/2018/04/PetAssistGeneralConditions.pdf> (the “**Insurance Program**”).

Except to the extent prohibited by law in your jurisdiction, Sidelick may modify or terminate the Insurance Program at any time in the manner described in Section 1 above, in which case we will (a) notify you of such changes via the email address you have provided, and (b) permit claims that were eligible for coverage prior to termination or modification to continue being processed. Further, unless and until we refer a claim directly to our third party insurer for processing, we may determine in our good faith discretion whether your claim meets the conditions for coverage under the Insurance Program. Access to the Insurance Program is not available in jurisdictions where prohibited by law.

8.2 Coverage for Pet Veterinary Care and Liability Insurance.

Please read the terms and conditions of coverage of our insurance partner on the following link <https://sidelick.com/wp-content/uploads/2018/04/PetAssistGeneralConditions.pdf>

Eligibility Conditions. In order to be eligible for coverage under our Insurance Program, the following conditions must be met:

1. The injury or damages must have occurred during the scheduled start and end dates of a Booking accepted by the Pet Sitter and Pet Owner through the Services prior to the day of the injury or damages;
2. if you are a Pet Owner, you must have completed payment via the Services for the Booking during which the injury or damages occurred in order to recover under the Insurance Program; and
3. you must notify Sidelick of your claim via telephone or email during the Booking (or, if later, within 48 hours following the injury or damages).

Exclusions from Coverage. The following are not eligible for coverage: (i) loss due to theft (by the Pet Sitter or anyone else), (ii) personal injury to the Pet Owner, Pet Sitter, or anyone related to or living with the Pet Owner or Pet Sitter, or (iii) property damage to the Pet Owner’s own personal property caused by his or her pet. Other limitations may apply.

8.3 General Limitations on Coverage.

(a) If a Pet Sitter cedes care, custody or control of a pet to another person or party during the service period for a Booking, no coverage is available to that Pet Sitter under the Insurance Program for injuries to pets or damages that occur during the period in which care, custody or control was

ceded. If, during the service period for a Booking, a Pet Owner instructs or otherwise causes a Pet Sitter to relinquish the Pet Owner's pet to a third party, coverage for injuries or damage during that Booking may be unavailable.

(b) Damages must have occurred during the scheduled start and end dates of a Booking accepted by the Pet Sitter and Pet Owner through the Services prior to the day on which the damages occurred (note that damages sustained during a pre-Booking "meet & greet" are therefore not eligible for coverage).

(c) Personal injury to the Pet Sitter or anyone related to or living with the Pet Sitter are not covered by the Insurance Program. Similarly, property damage to property of the Pet Sitter or anyone related to or living with the Pet Sitter is not covered.

(d) Other limitations may apply.

8.4 Legal Compliance. Pet Sitters are solely responsible for carrying insurance sufficient to comply with legal requirements in the jurisdictions where Pet Sitters provide services. Sidelick makes no commitment that the Insurance Program will suffice for that purpose. Sidelick does not verify whether Pet Sitters have obtained insurance, and Pet Owners are advised to inquire directly with Pet Sitters about this subject.

8.5 Termination in the Event of Suit. You acknowledge and agree that all rights and benefits granted to you under the Insurance Program shall immediately terminate in the event you initiate any action, suit or claim against Sidelick, or its officers, directors, employees, contractors, agents, or affiliates, concerning a claim otherwise subject to coverage under the Insurance Program.

9. Location Information; Consent to Communications. The Services mobile applications may implement location features that, if you consent, result in automatic collection of your geolocation information, in which case our mobile application may use such information to allow users to determine which other users are nearby. We may also use this location information to provide information and advertising. IF YOU WANT TO STOP THE AUTOMATIC COLLECTION OF YOUR LOCATION INFORMATION, YOU MAY DO SO BY USING THE PRIVACY SETTINGS IN OUR MOBILE APPLICATION AND/OR ON YOUR DEVICE, OR BY UNINSTALLING OUR MOBILE APPLICATION. Certain aspects of the Service may not function without the collection of geolocation information.

Sidelick shall bear no responsibility for your failure to turn off the location service information sharing from our mobile.

You consent to Sidelick communicating with you about the Services by SMS, text message, email and any other electronic means. Your carrier's normal, messaging, data and other rates and fees will apply to these communications. In the event you deactivate a mobile phone number provided to us for this purpose, you agree to update your Sidelick account information promptly to ensure that messages are not sent to the person who acquires your old number.

10. Fees & Payment.

10.1 Currency. All fees, deductible amounts and other payments referenced on, or charged through, the Services are listed and payable in local currency. (If you use the Services to book a Pet Sitter in Lebanon, your payments will be in USD)

10.2 Fees for Pet Owners. Pet Owners may purchase Pet Care Services from a Pet Sitter by completing a Booking as described in Section 2.5. If you are a Pet Owner, you enter into a transaction with the Pet Sitter when you accept a Booking, and you agree to pay the total fees indicated in the Booking. Except where otherwise specifically indicated on the Services, fees for

Pet Care Services are determined by Pet Sitters. As described in Section 10.3, the total amount Pet Owners are charged for a Booking may also include a service fee payable to Sidelick. Where required by law, the amount charged may also be inclusive of applicable taxes. The Pet Sitter, not Sidelick, is responsible for performing the Pet Care Services.

10.3 Fees for Pet Sitters. Pet Sitters may agree to provide Pet Care Services to a Pet Owner by agreeing to a Booking as described in Section 2.5. If you are a Pet Sitter, you must confirm the Booking before it expires or the Pet Care Owner will have no obligation to complete the transaction. Once the Booking is completed by both parties, you agree to honor the price set forth in your Booking. The purchase of Pet Care Services is a transaction between the Pet Owner and the Pet Sitter. Sidelick's role is to facilitate payments from Pet Owners to Pet Sitters as an agent for the Pet Sitter. We collect payment from the Pet Owner at the time of Booking and (except to the extent of any payment hold pursuant to Section 10.7) remit payment to the Pet Sitter's account on the Services 48 hours after completion of the service period indicated in the Booking. Pet Sitters are charged a service fee as described in Section 10.3, which we deduct before remitting payment to Pet Sitters.

10.4 Service Fees. We charge service fees for some aspects of the Services. If you are a Pet Sitter, except where otherwise specified via the Services, our service fee is calculated as a percentage of the fees a Pet Owner agrees to pay in a Booking. We deduct this service fee from the amounts paid by the Pet Owner. Our service fees are described [here](#).

10.5 Late Fees and Additional Charges. If you are a Pet Owner, you acknowledge and agree that, if you fail to retrieve your pet at the end of the service period agreed in a Booking, you will be charged a late pickup fee for each partial late day at the daily rate established in the Booking. In addition, you agree to indemnify Sidelick from, and agree that we may charge your credit card or other payment method for, any additional costs and expenses we or the Pet Sitter incur as a result of your failure to retrieve your pet at the end of the service period agreed in a Booking.

10.6 Cancellations and Refunds.

- *Cancellations by Pet Sitter.* If a Pet Sitter cancels a Booking prior to or during the service period identified in the Booking for a reason that is not related to the Pet Owner's misbehavior or misconduct, or failure to provide enough information for the Pet Sitter to undertake the Pet Care Service, we will refund the fees paid by the Pet Owner for Pet Care Services not provided, as well as any service charge paid to Sidelick. Pet Sitter cancellations are taken seriously. If you are a Pet Sitter, you acknowledge that cancellation by you may result in a review of your account and, if we deem it appropriate, suspension or termination of your access to the Services. In such situations, Sidelick will use all reasonable efforts to find replacement Pet Sitters when Pet Sitters cancel Bookings near the start date or during the service period identified in the Booking. If the Pet Owner accepts a new Booking with a replacement Pet Sitter, Sidelick 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. However, if a Booking is cancelled by a Pet Sitter due to the Pet Owner's failure to provide accurate or complete information regarding the pet or due to the pet's aggressive behavior, the Pet Owner is responsible for the full cost of any new reservation and Sidelick shall not bear any responsibility in this respect.
- *Cancellations by Pet Owner.* If a Pet Owner cancels a Booking prior to or during the service period specified in a Booking, we will refund fees only if such cancellation occurs at least 3 full days prior to the start of the service period specified in the Booking.

- *Refunds for Substandard Services.* If we determine in our reasonable discretion that a Pet Sitter has failed to provide Pet Care Services in accordance with our guidelines and policies on the Website or these terms then we may, in our reasonable discretion, cancel a Booking and issue a full or partial refund to a Pet Owner.
- *General Terms for Cancellations.* If you wish to cancel a Booking, you should use the mechanisms available through the Services to do so. For purposes of the policies and terms in this Section 10.6, the date of cancellation is the date a user cancels through the Services, regardless of any separate communications between users outside of the Services.
- *Payment Disputes; Payment Outside of the Services.* Sidelick issues payments to Pet Sitters 48 hours after the end of the service provided for a Booking. Once these amounts have been disbursed, any further payment disputes are between the Pet Owner and Pet Sitter, and Sidelick has no obligation to mediate or facilitate any resolution. Further, Sidelick has no responsibility or liability with respect to any tips, bonuses, or other payments made outside of the Services.

10.7 Payment Holds. If you are a Pet Sitter, we may issue a hold on amounts otherwise payable to you pursuant to Section 10.3 under circumstances related to a possible claim for amounts or damages due by the Pet Sitter to Sidelick or to any third party in relation to the Services. We may also recommend that third party payment Pet Sitters restrict your access to funds in your account under the same circumstances.

10.8 Resolution Center. As part of resolving a claim through the Resolution Center, Pet Sitters and Pet Owners may offer or request refunds, damage payments or other accommodations related to their Bookings. In such cases, both parties agree that they are responsible for performing their agreements, and that Sidelick is not party to any such agreement and has no obligation to perform any term thereof (except to facilitate payments in accordance with this Section 10). When you participate in a Resolution Center case, you agree to pay all amounts sent through the Resolution Center via your account on the Services.

10.9 Authorization to Charge. When you pay for Pet Care Services or for other services on the Services, you will be required to provide us with valid, up-to-date credit card or other payment information. You authorize us to charge your credit card or other payment method for fees you incur on the Services as they become due and payable. You are responsible for maintaining up-to-date payment information. If we cannot charge you for fees when due because your payment information is no longer valid, or if we do not receive your payment when due, then you understand that neither Sidelick nor the Pet Sitter will be responsible for any failure to provide services associated with those fees. Except as expressly provided in these Terms, all fees paid via the Services are non-refundable once paid.

10.10 Taxes. Except for taxes on Sidelick's income and gross receipts generally, you acknowledge that you are responsible to pay any taxes that arise as a result of your purchase, provision, or use of services via the Services. This includes, without limitation, any form of sales tax or income tax on fees paid or received through the Services.

11. Background Checks.

Sidelick will conduct an initial review of Pet Sitter applications, undertake a basic background check on Pet Sitters (the "Background Check") and may provide Pet Sitters, from time to time, with training sessions regarding Pet Care Services, but, except where explicitly specified in the Services (and then only to the extent specified), do not otherwise screen Pet Sitters or Pet Owners. Users of the Sidelick platform should exercise caution and use their independent judgment before engaging a Pet Sitter, providing services, or otherwise interacting with users via the Services. Pet

Owners are solely responsible for making decisions that are in the best interests of themselves and their pets and Sidelick shall not bear any responsibility in this regard.

Sidelick is not responsible or liable in any manner for, the Background Check done on a Pet Sitter, and we do not endorse or make any representations or warranties regarding the reliability of such Background Checks or the accuracy, timeliness or completeness of any information in the Background Check.

Sidelick may require from any user of the Services any document it deems helpful for the undertaking of the basic Background Check. Users must provide such documents as directed by Sidelick and the failure to provide any requested document may lead to the rejection of the subscription application or the definitive closure of the account on the Website. You hereby consent to the collection, use and disclosure of the information gathered in the Background Checks, and you agree to provide complete and accurate information for your Background Check.

You understand and agree that Sidelick may, in its sole discretion, review and rely on the information in the Background Check in deciding whether to suspend or terminate or investigate a complaint about a Pet Sitter, but also that we are not obligated to do so, and are not responsible or liable in any way in the event that any information in any Background Check is not accurate, timely or complete. Sidelick reserves the right to suspend or terminate your access to the Services based on information in the Background Checks or for any other reason, or no reason, in our sole discretion.

Pet Owners remain fully liable to evaluate and investigate Pet Sitters. Be aware of the following limitations in Background Checks: Except as otherwise expressly provided in these Terms or through the Service, Sidelick does not automatically run Background Checks on any Users. Moreover, users understand that not all arrest logs and records, conviction and correction records, sex offender registries and motor vehicle records are available in all jurisdictions. In many jurisdictions there is a delay before arrest logs and records, conviction and correction records, sex offender registries and motor vehicle records are included in Background Checks. Juvenile records and offenses for minors may not appear in the public record and are therefore not included in the results. Dismissed cases, arrests not resulting in convictions, arrests or convictions from foreign countries and nolle pros will not be reported. Traffic violations are not included unless a jurisdiction reports them as criminal offenses. In the jurisdictions where traffic violations are reported as criminal offenses, such traffic violations may be included in the results as misdemeanors or felonies.

12. Copyright Infringement.

If you believe in good faith that your copyrighted work has been infringed by content posted on the Services, please provide our designated copyright agent with a written notice that includes all of the following information:

- A description of the copyrighted work you believe to have been infringed;
- A description of the URL or other location on our Website of the material you believe to be infringing;
- Your name, mailing address, telephone number and email address;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, which you make under penalty of perjury, that the above information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and

- An electronic or physical signature of the person authorized to act on behalf of the copyright owner.

13. Third Party Services, Links. The Services may contain links to third party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement of such websites or resources, or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

14. Indemnity. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD SIDELICK HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, EXPENSES, DAMAGES AND/OR LIABILITIES, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS, THAT ARE IN ANY WAY RELATED TO YOUR: (1) transactions and interactions, online or offline, with other users of the Services; (2) breach of these Terms; (3) disputes with other users of the Services; (4) misstatements, misrepresentations, or violation of applicable law; (5) property damage or personal injury to any third parties caused by your pet or pets in your care; (6) Personal Content; or (7) use of any Background Check information in violation of any applicable law. YOU FURTHER AGREE THAT YOU WILL COOPERATE WITH US IN THE DEFENSE OF SUCH CLAIMS. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION UNDER THIS SECTION, AND YOU WILL NOT SETTLE ANY SUCH CLAIM OR MATTER WITHOUT OUR ADVANCE WRITTEN CONSENT.

15. Intellectual Property.

15.1 Services. Sidelick and its licensors retain all right, title and interest in and to the Services, the technology and software used to provide it, all electronic documentation and content available through the Services (other than Personal Content), and all intellectual property and proprietary rights in the Services and such technology, software, documentation and content. Except for your rights to access and use the Services set forth in these Terms, nothing in these Terms licenses or conveys any of our intellectual property or proprietary rights to anyone, including you. You agree that we will have a perpetual right to use and incorporate into the Services any feedback or suggestions for enhancement that you provide to us concerning the Services, without any obligation of compensation.

15.2 Sidelick Trademarks. Sidelick owns all rights in and to its trademarks, service marks, brand names and logos (the "**Sidelick Brand**"). And users may not in any way use any Sidelick Brand before Sidelick's prior written approval.

16. Warranty Disclaimer for the Services. The information and materials found on the Services, including text, graphics, information, links or other items, are provided "as is" and "as available." Reviews, profiles, advice, opinions, statements, offers, or other information or content made available through the Services, but not directly by Sidelick, are those of their respective authors, who are solely responsible for such content. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIDELICK DOES NOT: (1) WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF INFORMATION AND MATERIALS ON THE SERVICES; (2) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN SIDELICK; (3) WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, FREE FROM COMPUTER VIRUSES, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SIDELICK

EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. IN ADDITION AND WITHOUT LIMITING THE FOREGOING, WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE SUITABILITY OF ANY PET SITTER THAT OFFERS PET CARE SERVICES VIA THE SERVICES.

17. Limitation of Liability

17.1 Exclusion of Certain Types of Damages. In no event will Sidelick be liable to you for any indirect, special, incidental, or consequential damages, losses or expenses that arise out of or relate to the use of or inability to use the Services, including without limitation damages related to any information received from the Services, removal of your profile information or review (or other content) from the Services, any suspension or termination of your access to the Services, or any failure error, omission, interruption, defect, delay in operation or transmission of the Services, even if we are aware of the possibility of any such damages, losses or expenses. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

17.2 Limit on Our Liability to You. EXCEPT FOR THE LIMITED REIMBURSEMENT DESCRIBED IN SECTION 8.1 AND THE REFUND AMOUNTS PAYABLE BY SIDELICK THAT ARE SET FORTH IN SECTION 10, IN NO EVENT WILL SIDELICK'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM OR RELATING TO THE SERVICES OR THESE TERMS EXCEED THE AMOUNTS PAID BY YOU TO SIDELICK (SPECIFICALLY EXCLUDING AMOUNTS PAID TO PET SITTERS VIA THE SERVICES) DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO LIABILITY OR, IF YOU HAVE NOT PAID SIDELICK FOR THE USE OF ANY SERVICES, THE AMOUNT OF \$100.00.

17.3 No Liability for non-Sidelick Actions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SIDELICK 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 SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM RELIANCE ON INFORMATION OR CONTENT POSTED ON OR TRANSMITTED THROUGH THE SERVICES, OR FOR ANY INTERACTIONS WITH OTHER USERS OF THE SERVICES, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO ATTEMPT TO DEFRAUD OR HARM YOU.

18. Arbitration Agreement.

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH SIDELICK AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

18.1 Arbitration Agreement; Claims. This Section 18 is referred to as the "**Arbitration Agreement**" in these Terms. Unless you opt out of the Arbitration Agreement in accordance with the procedure described in Section 18.9 below, you and Sidelick (together, the "Parties") agree that any and all disputes or claims that arise between you and Sidelick relating to the Services, interactions with others on the Services, and/or these Terms (including any alleged breach of these Terms) (collectively, "**Claims**"), except for Excluded Claims (defined in the following sentence), will be resolved as set forth in this Arbitration Agreement. As used herein, "Excluded Claims" means (1) individual claims brought in small claims court (if your claims qualify), (2) claims arising out of

or related to a violation of Section 4.1, above, (3) claims in which either party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property (including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents), and (4) claims that, as a matter of applicable law, cannot be made subject to arbitration.

18.2 Agreement to Arbitrate. Unless you opt out of the Arbitration Agreement in accordance with the procedure described in Section 18.9 below, you agree that any and all Claims (other than Excluded Claims) will be resolved exclusively **on an individual basis through final and binding arbitration, rather than in a court**, in accordance with this Arbitration Agreement, and **your rights in connection with all Claims (other than Excluded Claims) will be determined by a neutral arbitrator, not by a judge or jury**. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To the extent that the Parties' dispute involves both timely filed Excluded Claims and other Claims subject to this Agreement, the Parties agree to bifurcate and stay for the duration of the arbitration proceedings any such Excluded Claims.

18.3 Prohibition of Class and Representative Actions and Non-Individualized Relief. **YOU AND SIDELICK AGREE THAT, UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT IN ACCORDANCE WITH SECTION 18.9 BELOW, EACH OF US MAY BRING CLAIMS (EXCEPT TO THE EXTENT THAT THE RIGHT TO BRING A CLAIM IN A PURPORTED CLASS OR REPRESENTATIVE ACTION CANNOT BE WAIVED AS A MATTER OF LAW) AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SIDELICK AGREE OTHERWISE (OR TO THE EXTENT THAT THE RIGHT TO BRING A CLAIM IN A PURPORTED CLASS OR REPRESENTATIVE ACTION CANNOT BE WAIVED AS A MATTER OF LAW), THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER SIDELICK USERS.**

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

18.5 Arbitration Procedures. The Parties will try in good faith to mutually select and agree upon an arbitrator and rules and procedures to govern the arbitration. If we cannot agree, then the arbitration will be conducted by a neutral arbitrator in accordance with the International Chamber of Commerce Arbitration Rules and Procedures ("ICC Rules").

18.6 Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the "**Arbitration Fees**") will be shared equally by you and Sidelick, except where prohibited by applicable law. In addition, (1) if you demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Sidelick will pay your portion of such fees, and (2) if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sidelick will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Each party will be solely responsible for all other fees it incurs in connection with the

arbitration, including without limitation, all attorney fees. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Sidelick for all fees associated with the arbitration paid by Sidelick on your behalf that you otherwise would be obligated to pay under the ICC Rules.

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

18.8 Severability. If any term, clause or provision of this Section 18 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 18 will remain valid and enforceable.

18.9 Opt-Out Procedure. You can choose to reject this Arbitration Agreement by mailing us a written opt-out notice ("**Opt-Out Notice**") in accordance with the terms of this Section 18.9. For new Sidelick users, the Opt-Out Notice must be postmarked no later than 30 days after the date you accept these Terms for the first time. This procedure is the only way you can opt out of the Arbitration Agreement. If you opt out of the Arbitration Agreement, the entire Arbitration Agreement will not apply with respect to you, but the remainder of these Terms will continue to apply. Opting out of this Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have with us. By opting out of binding arbitration, you are agreeing to resolve Claims (including Excluded Claims) in accordance with Section 19.

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

19. Governing Law and Jurisdiction. These Terms, and any dispute between you and Sidelick, will be governed by the laws of the Lebanon, without regard to principles of conflicts of law, except that the Federal Arbitration Act will govern the interpretation and enforcement of Section 18 (the Arbitration Agreement). Unless you and we agree otherwise, in the event that the Arbitration Agreement is found not to apply to you or to a particular claim or dispute, you agree that any claim or dispute that arises between you and Sidelick must be resolved exclusively by a state or federal court located in the State of Washington. You and Sidelick agree to submit to the personal jurisdiction of the courts located within Beirut, Lebanon for the purpose of litigating all such claims or disputes.

20. Miscellaneous. Nothing in this Agreement will be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither party will have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that will be binding on the other, except as provided for herein or authorized in writing by the party to be bound. The invalidity, illegality or unenforceability of any term or provision of these Terms will in no way effect the validity, legality or enforceability of any other term or provision of these Terms. In the event a term or provision is determined to be invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and these Terms will be

enforceable as so modified. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.