

POMO PUP ADVENTURES

BY CLICKING TO ACCEPT THE PLAN POLICY, YOU (THE “CLIENT”) ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS SERVICES AGREEMENT AND LIABILITY WAIVER AS SET FORTH BELOW (THE “AGREEMENT”) WITH POMO PUP ADVENTURES (THE “SERVICE PROVIDER”). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN, YOU MUST NOT ACCEPT THE PLAN POLICY OR PROCEED WITH PURCHASING THE SUBSCRIPTION SERVICES.

THE SERVICE PROVIDER RESERVES THE RIGHT TO UPDATE AND CHANGE THE TERMS FROM TIME TO TIME, AND WILL NOTIFY THE CLIENT IN WRITING UPON SUCH CHANGE. YOUR CONTINUED USE OF THE SERVICES FOLLOWING NOTIFICATION OF SUCH CHANGE CONSTITUTES YOUR AGREEMENT TO FOLLOW AND BE FOUND BY THIS AGREEMENT AS CHANGED.

SERVICES AND PAYMENT

- Dog-Walking Services.** The Service Provider will take the Client’s dog or dogs (the “**Dog(s)**”) on walks and/or hikes in a timely, diligent, and professional manner on such days of the week, between such times, and for such durations (each, a “**Scheduled Service Date**”) as the Client indicated in their submission of the Client Information Form filled out prior their scheduled Meet & Greet (the “**Client Information Form**”), confirmed during the Meet & Greet, and specified in their custom online subscription plan prior to purchase.
- Payment.** The Client agrees to pay the Service Provider a weekly subscription fee for the Services in the amount as set out in the personalized subscription checkout process on the Service Provider’s website (the “**Payments**”). The Client acknowledges and agrees that the Service’s provider’s fees for the Services may be subject to periodic review and may change from time to time. If the rates change while this Agreement is in effect then the new rates will apply to this matter. The Service Provider will notify the Client via electronic mail at least 30 days prior to any rate changes taking effect.
- Payment Method.** The Client will enter their credit or debit card information onto the Service Provider’s website when purchasing their online subscription to pre-authorize recurring payments to the Service Provider (the “**Payment Method**”). Payments will be automatically charged to the Client’s Payment Method on the date of purchase, and each Sunday thereafter until the Services are terminated in accordance with this Agreement. If the Client’s Payment Method is declined at any time, the Service Provider will notify the Client via electronic mail, and the Client agrees to update their Payment Method on the Service Provider’s website using a valid credit or debit card within 72 hours of receiving such notice.
- Pick-up/Drop-off.** The Service Provider will pick-up and drop-off the Dog(s) at the address indicated by the Client (the “**Pick-up and Drop-off Location**”) on the Meet & Greet Information Form, filled out by the Client during the Meet & Greet booking process (the “**Meet & Greet Information Form**”). If the Pick-up and Drop-off Location is located on private property, the Client will provide the Service Provider with the means to safely and legally enter and exit the Pick-up and Drop-off Location, including any keys, fobs, entry codes, and personal information as required (the “**Means of Access**”). This information is provided by the client on the Client Information Form. The Service Provider will not make copies of the Means of Access and will use commercially reasonable efforts to safekeep the Means of Access. The Service Provider agrees to promptly return all Means of Access to the Client upon written request or following the Termination Date.
- Communications.** The Service Provider will communicate with the Client primarily via electronic mail (and/or text message). After each Scheduled Service Date, the Service Provider will email the Client a post-adventure report which will include a photograph of the

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Dog(s), a brief paragraph describing our walk, and a map of the route taken on that Scheduled Service Date.

6. **Cancellations by the Client.** The Client may cancel and receive a refund for a Scheduled Service Date by giving the Service Provider written notice via electronic mail or text message at least 24-hours before the Scheduled Service Date. If the Client does not give 24-hours' notice via electronic mail or text message, the Client agrees that no refund will be issued for the cancellation of the Scheduled Service Date. If the Client wishes to cancel 3 or more consecutively Scheduled Service Dates, the Client must provide written notice via electronic mail or text message at least 7 days before the consecutive break from Services (the "**Consecutive Break from Services**"). If the Consecutive Break from Services exceeds 21 days, there is no guarantee their client spot will be held. During any Consecutive Break from Services, the Client's subscription will be temporarily suspended, and no Payments will be charged.
7. **Cancellations by the Service Provider.** The Service provider shall make commercially reasonable efforts to perform the Services as planned and scheduled. Notwithstanding the foregoing, the Service Provider may, at any time and from time to time, cancel a Scheduled Service Date by giving the Client notice via electronic mail or text message and issuing a refund to the Client for that Scheduled Service Date, including, without limitation, as a result of sickness, personal emergency, severe weather, or due to some other event outside of the control of the Service Provider.
8. **Statutory Holidays and Vacations.** The Client acknowledges and agrees that:
 - a. no Services will be scheduled on the following dates (each, a "**Holiday**"):
 - i. statutory holidays observed in the Province of British Columbia, including New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, and Christmas Day; and
 - ii. each Friday of the following statutory holiday long weekends: Victoria Day long weekend, B.C. Day long weekend, Labour Day long weekend, and Thanksgiving long weekend; and
 - b. the Service Provider may take up to three weeks of vacation during each calendar year at such times to be determined by the Service Provider (the "**Vacation Period**").

In the event that a Scheduled Service Date falls on a Holiday, the Client will be reimbursed for that Scheduled Service Date. During any Vacation Period, the Client's subscription will be temporarily suspended, and no Payments will be charged. The Service Provider will notify the Client via electronic mail at least 14 days prior to any upcoming Vacation Periods.

TERM AND TERMINATION

9. **Term.** This Agreement will commence as of the Sunday Start Date selected during the online subscription checkout process (the "Start Date") and will continue thereafter until terminated by either the Client or the Service Provider in accordance with this Agreement. The Services will commence on the first Scheduled Service Date following the Sunday Start Date.
10. **Termination by the Client.** The Client may terminate this Agreement at any time by visiting the Service Provider's website (<https://www.pomopupadventures.com/>), logging into the Client's account, and clicking the "Cancel Subscription" button on the "My Subscriptions" page. Alternatively, the Client may notify the Service Provider via electronic mail or text message if they would like to terminate this Agreement, and the Service Provider will cancel the Client's subscription at the Client's request.

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11. **Termination by the Service Provider.** The Service Provider may terminate this Agreement upon 14 days' notice to the Client via electronic mail or text message, or at any time if:
 - a. the Service Provider concludes that, in the Service Provider's opinion, the Dog(s) are or have become aggressive, dangerous, untrained or unfit for the Services;
 - b. the Client's Payment Method declines, and the Client fails to input a new Payment Method within 72 hours in accordance with Section 3; or
 - c. the Client otherwise breaches or is in default of any of their obligations under this Agreement.
12. **Refunds on Termination.** The Service Provider will refund the Client for any Scheduled Service Dates after the date of termination (the "**Termination Date**") that were prepaid for under the pre-authorized recurring weekly subscription fee charged to the card on file each Sunday. Notwithstanding the foregoing, the Service Provider will not refund the Client for any Scheduled Service Dates that are within 24 hours of the Termination Date.

SERVICE REQUIREMENTS

13. **Dog Requirements.** The Client will ensure that their Dog(s) are leash-trained; not overly aggressive with humans, dogs, or any other animals; spayed/neutered if the Dog(s) are at least one year of age; fully vaccinated in accordance with veterinary recommended vaccination schedules; fully treated with respect to flea and tick treatments in accordance with veterinary recommended treatments; licensed in accordance with municipal dog licensing requirements; and in good health prior to the Start Date and before each Scheduled Service Date.
14. **Equipment.** Prior to each Scheduled Service Date, the Client will ensure that the Dog(s) have a well-fitted harness and collar, as well as any necessary behaviour- or weather-appropriate attire, such as but not limited to, muzzles, booties and jackets. The Client agrees to keep the equipment close to the door of entry/exit indicated in the Client Information Form. The Client will not be responsible for providing leashes (or dog seatbelts for hiking Services), which the Service Provider will supply as required.
15. **Representations of the Client.** The Client represents and warrants that:
 - a. all representations made to the Service Provider in this Agreement, the Client Information Form, and during the Meet & Greet are true and accurate as of the Start Date, and will continue to be true so long as this Agreement is in effect; and
 - b. the Client has informed the Service Provider of all information necessary, whether regarding the Dog(s) or otherwise, for the Service Provider to provide the Services in a safe and informed manner prior to the first Scheduled Service Date.

If the Client becomes aware that any such representations are no longer true or have been made in error, the Client will immediately notify the Service Provider in writing via electronic mail.

16. **Emergencies.** If the Dog(s) appear ill, injured, or at significant risk of experiencing medical issues during the Services, the Service Provider will contact the primary and secondary emergency contacts listed in the Client Information Form (the "**Emergency Contacts**") by phone as soon as possible to explain the situation and ask for the Client's instructions on next steps to take for the care of the Dog(s). If the Emergency Contacts cannot be reached in a timely manner, then the Service Provider may seek immediate veterinary care for the Dog(s) (the "**Emergency Care**") at the Client's sole cost. The Service Provider will attempt to transport the Dog(s) to one of the emergency vets listed in the Client Information Form (the "**Emergency**

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Vets") if it can be done in a safe and reasonable amount of time given the condition of the Dog(s). Otherwise, the Service Provider will attempt to transport the Dog(s) to the closest veterinary clinic or animal hospital. If Emergency Care is required, the Client agrees to:

- a. promptly attend to the location of the Emergency Care;
- b. authorize the Service Provider to act upon the advice of a licensed veterinarian or other pet care professional in the care and treatment of the Dog(s), if the Service Provider cannot reach the Client or the Emergency Contacts after reasonable attempts have been made;
- c. pay for, indemnify, and hold harmless the Service Provider for all claims, damages, liabilities, expenses, and costs associated the Emergency Care including, without limitation, any costs associated with emergency transportation, veterinary services, or other actions taken by Service Provider in good faith.

LIMITATION OF LIABILITY, RELEASE, AND INDEMNITY

17. **LIMITATION OF LIABILITY. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY INJURY, ILLNESS, OR HARM THAT MAY OCCUR TO THE CLIENT'S DOG(S) OR ANY OTHER PERSON OR PROPERTY WHILE THE DOG(S) ARE IN THE SERVICE PROVIDER'S CARE, INCLUDING BUT NOT LIMITED TO, INJURIES RESULTING FROM THE ACTIONS OF OTHER PETS OR INDIVIDUALS, BITES, SCRATCHES, AND OTHER HARM THAT MAY RESULT FROM THE BEHAVIOUR OF THE CLIENT'S DOG(S) OR ANY OTHER PETS OR INDIVIDUALS. THE CLIENT ACCEPTS FULL RESPONSIBILITY FOR ANY DAMAGES CAUSED BY THE CLIENT'S DOG(S) TO ANY PROPERTY OR OTHER PERSON OR PET.**
18. **WAIVER OF CLAIMS. THE CLIENT EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS WHICH IT HAVE OR MAY IN THE FUTURE HAVE AGAINST THE SERVICE PROVIDER, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SHAREHOLDERS, SUCCESSORS, AND ASSIGNS, AS APPLICABLE (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO THE SERVICE PROVIDER'S CARE OF THE DOG(S) OR PERFORMANCE OF THE SERVICES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWING UNDER OCCUPIERS LIABILITY LEGISLATION OR OTHERWISE, BUT EXCLUDING CLAIMS CAUSED BY THE GROSS NEGLIGENCE OF THE SERVICE PROVIDER OR ANY OTHER RELEASEE. THE CLIENT COVENANTS NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE SERVICE PROVIDER OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE SERVICE PROVIDER AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.**
19. **INDEMNIFICATION. THE CLIENT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE SERVICE PROVIDER AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE LEGAL FEES, IN CONNECTION WITH ANY CLAIM, SUIT, ACTION, OR PROCEEDING BROUGHT BY ANY PERSON ARISING OUT OF OR RESULTING FROM THE SERVICE PROVIDER'S CARE OF THE DOG(S) OR PERFORMANCE OF THE SERVICES.**

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GENERAL PROVISIONS

20. **Intellectual Property.** The Service Provider may utilize photos and videos of the Dog(s) taken during the Services for promotional purposes, including but not limited to posting such photos and videos on the Service Provider's website and social media channels.
21. **Entire Agreement.** This Agreement constitutes the entire agreement between the Service Provider and the Client with respect to the Services and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
22. **Governing Law.** This Agreement is be governed by and construed in accordance with the laws of the British Columbia and the federal laws of Canada applicable therein.
23. **Severability.** If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.