

USER TERMS OF SERVICE

Welcome to www.mopets.com (the "**Website**"). These User Terms of Service (as well as the documents referred to herein) ("**UTS**") govern the use of the Website by the user ("**User**").

The User accepts the content of these UTS without reservation and acknowledges that they are binding on him or her for as long as the User has an account.

The User is asked to read these UTS carefully before using the Website.

Registration on the Website constitutes express acceptance in full of these UTS.

Any questions about these UTS should be sent to Mopets (as defined below) at the following email address: info@mopets.com. Use of the Website is subject to the acceptance in full of these UTS.

1. PRESENTATION

1.1 The Website is operated by Mopets ("**Mopets**"), a Belgian company with its registered office at the following address:

124 Bovenberg
1150 Brussels (Woluwe-Saint-Pierre)

Crossroads Enterprise Database number: 0689.619.916

VAT number: BE 0689.619.916

E-mail address: info@mopets.com

2. DEFINITIONS

In these UTS, the following words and expressions shall have the meaning set out below:

"**Advertisement**" means a commercial message that a professional wishes to post on the Website.

"**Advertiser**" means a User that posts a Notice on the Website.

"**Notice**" means a notice concerning a lost or found Pet or a Pet to be put up for adoption or one that is directly related to the animal sector.

"**Pet**" means dogs, cats, guinea pigs, goats, sheep, cows and horses, to the exclusion of any other animal, except with the express prior consent of Mopets.

"**Petsitter**" means a person that provides Petsitting Services.

"**Petsitting**" means the service of keeping Pets offered by the Petsitter on the Website.

"**Petwalker**" means a person that provides Petwalking Services.

"**Petwalking**" means the service of walking Pets proposed by the Petwalker on the Website.

"**Petwalking/Petsitting Services**" means the entirety of services proposed by the Petwalker/Petsitter on the Website in accordance with the standards set out in the GTC and the Terms of Use.

"**Platform**" means the platform through which Mopets offers the Services, available on the Website.

"**Professional**" means a professional in the animal sector.

"**Professional Directory**" means the directory, available on the Website, of professionals in the animal sector.

"**Services**" means the entirety of services proposed by or through the Platform.

"**Website**" means www.mopets.com.

3. **OBJET**

3.1 The service provided by Mopets consists of supplying an easy-to-use platform that allows the User to:

- access a social network dedicated to the animal world in order to enable the User to enter into contact with other Users to share information about his or her Pet(s);
- enter into contact with Petwalkers and Petsitters that offer Petwalking/Petsitting Services and possibly other services;
- access and possibly be included in the Professional Directory.

3.2 Mopets also proposes to the User, for a fee (with the exception of Notices posted by a recognised animal shelter), the possibility to:

- for Professionals, benefit from a preferred mention in the Professional Directory, in return for a Premium Subscription;
- place Notices on the Website;
- purchase advertising space.

4. **REGISTRATION**

4.1 To access the Services, the User must first register and open an account ("**Registration**").

- 4.2 The User may create an account free of charge (a) using his or her e-mail address and a password or (b) via Facebook/Google+.

If the User is a recognised animal shelter, it must provide Mopets with all required substantiating documents attesting to the validity of its accreditation.

- 4.3 If the User decides to use an e-mail address for Registration, it is strongly recommended to choose a strong password (a combination of upper- and lowercase letters, numbers and symbols).

- 4.4 If the User decides to create an account using his or her Facebook profile, the User allows Mopets to access his or her information and the Facebook/Google+ token on the Platform, in accordance with the conditions set out in Mopets' privacy policy (available [here](#)).

- 4.5 To use the Platform, the User must have capacity to enter into a legally binding contract in his or her country of residence and to be at least 16 years of age.

- 4.6 The User is obliged to keep his or her identifiers (user name and password) and all activity that takes place on his or her account confidential. In the event of a lost, forgotten or hacked identifier, the User must immediately inform Mopets at privacy@mopets.com.

5. RULES OF USE

- 5.1 This article sets out rules applicable to use of the Platform and the services of Mopets by the User ("**Rules of Use**").

The User shall ensure that the e-mail address used to create his or her account is active and consulted regularly.

- 5.2 By using the Platform, the User undertakes not to:

- a. provide false or misleading information upon Registration;
- b. authorise another person to use the Platform under his or her name or on his or her behalf;
- c. use the Platform when the User has been suspended or banned from doing so by Mopets;
- d. post undesirable or repetitive comments or spam on the Platform;
- e. engage in illicit or unlawful behaviour, such as posting defamatory comments or comments that infringe the rights of a third party;
- f. modify, disrupt, hack, interrupt or interfere with the Platform;
- g. interfere in a disloyal or illegal manner, manipulate the coding system or the User feedback system;
- h. breach the applicable rules, in particular those in effect in the animal sector;
- i. send or use content without the authorisation of its owner or infringe in any other way copyright, trademark rights or any other rights belonging to a third party.

- 5.3 Noncompliance with these Rules of Use constitutes a material breach of the present UTS and entitles Mopets to unilaterally take one or more of the following measures (with or without notice):
- a. immediate - temporary or permanent - withdrawal of the right to use the Platform;
 - b. immediate - temporary or permanent - removal of all or some of the content available on the Platform;
 - c. legal action, in order in particular to recover all costs incurred due to noncompliance with these Rules of Use (including, for example, administrative fees and reasonable legal fees);
 - d. the disclosure of information to the competent authorities, should Mopets deem this necessary.

Mopets may investigate any behaviour suspected to violate these Rules of Use. During such an investigation, Mopets is entitled to temporarily deprive the User of his or her right to use the Platform or remove without notice all comments posted by the User.

This list of measures is not exhaustive. Mopets may take any other measures it deems appropriate.

6. LINKS

The websites or webpages to which the Website is linked are for information purposes only and have not been examined by Mopets. Mopets assumes no liability for the content of these websites and webpages. Mopets further declines all liability for any losses or penalties incurred due to the use of any link or reliance on the content of any external website linked to the Website. Mopets does not endorse and is not responsible for the content of external websites that lead to the Website or that is found on the Website.

7. PETWALKING/PETSITTING SERVICES

The provision of Petwalking/Petsitting Services and any other possible services proposed by Petwalkers/Petsitters through the Website is governed by the most recent version, at the time the User places an order, of the General Terms and Conditions for the Provision of Services, governing relations between the User and the Petwalker/Petsitter ("**General Terms and Conditions for the Provision of Services**").

8. NOTICES

- 8.1 If the User is registered, he or she may also place a Notice on the Website, by clicking on the "Create a Notice" link. The User will then be asked to insert a text and photo and indicate the area of his or her place of residence and, possibly, a price. The User will also be asked to indicate the type of Notice, i.e. a lost or found Pet, a Pet that is put up for adoption, etc. Before validating the Notice, the User must accept these UTS.

After having placed a Notice, the Advertiser may modify it at any time.

8.2 The placement of a Notice is:

- free of charge if the Notice concerns an abandoned Pet and is posted by an accredited animal placement shelter that has provided Mopets with substantiating documents attesting to its accreditation;
- billed at €25/notice for all other Notices.

8.3 A Notice remains on the Website for up to two (2) months, provided the conditions of these UTS are respected and the Advertiser does not remove it. If the lost or abandoned Pet is recovered by its owner or adopted, the Advertiser must remove the Notice concerned.

8.4 A Notice placed by an Advertiser on the Website must satisfy the following rules:

- concern directly or indirectly a Pet;
- if it concerns the sale or giving away of a Pet, the Notice must be accompanied by the following mention:
"An animal is not a toy. The purchase or adoption of an animal should only be done with full awareness of the responsibilities incumbent on the new owner. The abandonment of an animal constitutes an offence punishable by criminal or administrative sanctions."
- comply with the applicable legislation and rules, particularly in the animal sector.

8.5 Mopets reserves the right to take down any Notice that does not comply with these UTS.

8.6 If the User is a consumer (within the meaning of Article I.1.2 of the Code of Economic Law), he or she has the right to withdraw an order for a Notice, without having to provide a reason for doing so, during a period of fourteen (14) days. This right of withdrawal expires 14 days from the date of conclusion of the agreement relating to the Notice or upon confirmation of the order for the Notice.

The User consequently expressly accepts publication of the Notice as soon as possible after its submission (i.e. prior to expiry of the abovementioned 14-day period) and acknowledges that the right of withdrawal is lost as soon as the Notice is published.

To exercise this right of withdrawal, the User must inform Mopets of his or her decision to withdraw the Notice by means of a clear and unambiguous statement, for example a letter sent by post or e-mail. To this end, the User may use the standard withdrawal form but is not required to do so. To ensure that the deadline is respected, it is sufficient to send the communication regarding exercise of the right of withdrawal prior to expiry of the withdrawal period. In the event of withdrawal by the User, Mopets shall reimburse all payments received from the User without undue delay and, in any case, no later than fourteen days from the date on which Mopets is informed of the withdrawal decision. Mopets shall proceed with reimbursement using the same means of payment employed by the User for the initial transaction, unless expressly agreed otherwise with the User. In any case, reimbursement shall not give rise to any fees for the User.

9. PROFESSIONAL DIRECTORY AND PREMIUM SUBSCRIPTION

9.1 Once registered, the User shall have access to the Professional Directory.

The Directory includes the full name of the Professional as well as, if applicable, the name of the company through which the Professional performs his or her activity, an address, telephone number(s), the category(-ies) in which the Professional specialises, and the Professional's rating on the Website.

9.2 A Professional who wishes to be included in the Professional Directory should follow the procedure set out in the Directory section on the Platform.

A free space will be opened to Professionals in order to allow them to provide the following information: first and last name, company name (if any), address, telephone number(s), and the category(-ies) in which the Professional is active.

A Professional may sign up for a Premium Subscription, billed at €300 (excluding VAT) on an annual basis. A Premium Subscription allows the Professional to include in the Directory, in addition to the abovementioned information, the following items: e-mail address, website, opening hours, photos and videos.

A Premium Subscription is tacitly renewed each year. It is possible to put an end to automatic renewal of the Premium Subscription at any time, by clicking on the "Delete Profile" button in the Professional's personal space

10. SALE OF ADVERTISING SPACE TO PROFESSIONALS

10.1. A Professional may also place an Advertisement on the Website. The Professional must in this case follow the procedure set out in the "Advertising" section.

The Professional will be asked to choose the rate that best suits him or her.

10.2. The Advertisement must comply with the applicable legislation and rules, particularly those in effect in the animal sector.

Mopets reserves the right to remove any Advertisement that does not comply with these UTS.

11. PRICE AND PAYMENT TERMS

11.1 The prices indicated in these UTS may be modified at any time but the new prices shall not apply to orders for Services in progress, except in the case of an obvious pricing error of which the User shall be informed as soon as possible.

The User shall make payments using a means of payment provided for on the Platform. The Platform uses Stripe to process online payments. All means of payment indicated on the home page/Website menu are accepted.

11.2 The cost of payment by credit card shall be entirely borne by the User.

12. INTELLECTUAL PROPERTY

12.1 The User accepts and acknowledges that Mopets or its licensors are the holders of all intellectual property rights arising from the Platform. Unless expressly indicated otherwise in these UTS, the User does not benefit from any intellectual property right or license in relation to the Platform.

12.2 The User declares, accepts and warrants that Mopets and its service providers possess a non-exclusive, worldwide, perpetual, royalty-free irrevocable right (with the right to sub-license) to use and publish any text, photo, information or other material that the User posts on the Platform, in the context of Mopets' commercial activities.

12.3 The User is authorised to download, print, temporarily store, recover and display information originating from the Platform for personal use. The User is not authorised (unless the User has received express permission to do so) to adapt or modify information from the Platform or any part thereof, and said information or any part thereof may not be copied, reproduced, republished, downloaded, posted, distributed or transmitted in any form to third parties for commercial ends.

13. LIABILITY OF MOPETS

13.1 Mopets provides access to the Platform and its content, presented "as is" and "as available".

13.2 Given that a majority of content on the Platform originates from other Users, Mopets provides no guarantee as to the accuracy and preciseness of Notices, information contained in the profiles of Users and other messages. Mopets has no obligation to monitor content transmitted over or stored on the Platform.

The Platform and all documents and information or other materials available on the Platform are provided "as is". It is the User's responsibility to ensure that the Platform is suitable to realise his or her objectives. No liability is assumed by or in the name of Mopets for any errors, omissions or inaccurate documents or information on the Platform. The User accepts and acknowledges that the working of the Platform depends on the proper and efficient functioning of the Internet and on equipment and services provided by third parties and that Mopets provides no guarantee in this regard and in any case may not be held liable for the latter.

13.3 Mopets shall strive to keep the Platform accessible, but has no absolute obligation in this regard. Consequently, Mopets may not be held liable for any disruptions that are beyond its control and prevent access to the Platform or to any of its functionalities or for the ensuing consequences for the User. In the event of a disruption, Mopets shall use the means it deems most appropriate to remedy the situation as soon as possible. Mopets reserve the right to

suspend access to the Platform, at any time and without notice, for technical or other reasons, without being held liable for these disruptions and any resulting consequences for the User or a third party.

13.4 Mopets shall make reasonable efforts to protect the Platform against computer viruses, worms and Trojan horses. However, Mopets does not guarantee that the Platform shall be free at all times from computer viruses, worms and Trojan horses and declines all liability for any damage that may arise as a result of the transmission of a virus, worm or Trojan horse via the Platform.

13.5 Mopets does not provide Petwalking/Petsitting Services or any other possible services proposed by the Petsitters and Petwalkers and acts only as an intermediary that brings the User into contact with the Petwalker/Petsitter and the Professionals. The User acknowledges that he or she has no right of recourse against Mopets regarding the provision by the Petwalker/Petsitter of the Petwalking/Petsitting Services and any possible other services proposed by the Petwalker, the Petsitter or the Professionals.

13.6 Unless provided otherwise by law or public policy, Mopets may be held liable only for actual damage and losses proven by the User that are a direct result of breach in whole or in part or faulty performance by Mopets of its contractual or extra-contractual obligations. The total damages and interest to be paid by Mopets, regardless of the cause, may not exceed EUR 1,000.

This limit also applies to all consequences, including for Mopets, including refunds, in the event of avoidance (invalidation) or rescission of the contract between the parties.

13.7 Mopets may not be held liable for indirect damage sustained by the User such as, for example, loss of revenue, loss of business, lost profits, loss of anticipated savings, or any indirect or consequential damage, costs or expenses.

14. FORCE MAJEURE

14.1 Mopets may not be held liable to the User for any delay or breach of any of its obligations due to an event of force majeure, including without limitation: natural disasters, acts of God, war, terrorist attacks, fire, flooding, explosions, power outages, telecommunications failures and civil commotion.

15. CONTRACTUAL DOCUMENTS

15.1 These UTS are applicable to the use by the User of the Platform and the Services. This document replaces in full any prior versions of the UTS which, consequently, no longer apply.

15.2 These UTS constitute the entire agreement between Mopets and the User relating to use of the Platform and the Services. If any provision of these UTS turns out to be invalid or inapplicable, the remaining provisions shall continue in full force and effect.

- 15.3 No forbearance or delay by Mopets in enforcing its rights shall prejudice or restrict the rights of Mopets, and no waiver of any such rights or of any breach of any contractual terms shall be deemed a waiver of any other right or of any later breach.

16. RIGHT TO AMEND THESE TERMS OF SERVICE

- 16.1 Mopets has the right to revise and amend these UTS. Mopets shall notify the User of any change to these UTS by e-mail or through the posting of a notice on the Website. In this case, the User shall have a period of seven (7) days to put an end to the contractual relationship, without notice or compensation. After this period, the User shall be irrefutably deemed to have accepted the new version of the UTS. The same holds true (irrefutable presumption of acceptance) if, during this seven-day period, the User continues to use the Website and the Platform by placing an order.

17. TERMINATION OF THE USER AGREEMENT

- 17.1 The User is bound to immediately cease use of the Platform as soon as the User deems that he or she is no longer able to comply with an obligation imposed by these UTS.
- 17.2 If the User wishes to put an end to the user agreement, the User must contact Mopets at "cancellation@mopets.com" or click on the "Delete My Profile" button in the space associated with the User's account and request that it be deactivated.
- 17.3 In the event of noncompliance with the Rules of Use or any other material rule or any condition related to access and use of the Platform, including these UTS, Mopets may immediately suspend, in whole or in part, the User's access to the Platform and close the User's account, with or without warning.
- 17.4 Mopets has the right to take down the Platform. In this case, Mopets shall try to provide the User with reasonable notice to this effect.
- 17.5 In the event of termination of the agreement to use the Platform or if Mopets takes down the Platform at the conditions described in this article, Mopets reserve the right to amend or delete any content provided by the User, the User's account and any other information in Mopets' possession. In this case, the User loses the right to use the Platform as well as the right to access content belonging to Mopets or to the User. Mopets shall not pay any compensation for any loss whatsoever.

18. CONTACT AND COMMENTS

- 18.1 Any questions regarding these UTS or the other documents referred to herein as well as any complaints should be sent to Mopets at the following e-mail address: info@mopets.com.
- 18.2 Mopets assesses the comments of Users and is always attentive to remarks that can lead to an improvement of services on the Platform. It is understood that by leaving a comment or

comments, the User waives any rights thereto and authorises Mopets and others to use the comment(s) free of charge and without any limitation whatsoever.

19. GOVERNING LAW AND JURISDICTION

19.1 These UTS are governed by Belgian law. The Brussels courts shall have exclusive jurisdiction.

WITHDRAWAL FORM

Appendix 2 - Book VI of the Code of Economic Law

(Please complete and return this form only if you wish to withdraw from Mopets' services)

For the private limited company Mopets, whose registered office is located at 1150 Brussels (Woluwe-Saint-Pierre), Bovenberg, 124 - info@mopets.com

- I/We (*) notify (*) hereby my / our (*) withdrawal from the contract relating to the sale of the property (*) / for the provision of service (*) below:

.....

- Ordered on (*) / received on (*):

- Name of the consumer(s):

- Address of the consumer(s):

.....

.....

.....

Signature of the consumer(s) (only in the case where this form is on paper)

.....

Date

.....

(*) Delete where applicable.

MOPETS

TERMS OF SERVICE GOVERNING USE BY THE PETWALKER/PETSITTER OF THE SERVICE MADE AVAILABLE BY MOPETS

These Terms of Service govern relations between Mopets and the Petwalker/Petsitter (as defined below) in the framework of use by the latter of the Service (as defined below) made available by Mopets.

By opening an Account (as defined below) and for as long as the Account remains active, the Petwalker/Petsitter agrees with and accepts without reservation the content of these Petwalker/Petsitter Terms of Service which are binding on the Petwalker/Petsitter in their entirety.

1. MOPETS

The Service is provided by Mopets, a Belgian company, registered with the Crossroads Enterprise Database under number 0689.619.916 and with its registered office at 124 Bovenberg, 1150 Brussels (Woluwe-Saint-Pierre). The VAT number of Mopets is 0689.619.916.

2. DEFINITIONS

2.1 In these Petwalker/Petsitter Terms of Service, the following words and expressions have the following meaning:

"Account" means the account created by the Petwalker/Petsitter at www.mopets.com in order to use the Service.

"Chargebacks" means any sum due by a Customer in respect of which payment has been denied and/or cancelled, together with any refunds granted by Mopets in accordance with Article 4.3.

"Commission" means 10% of the Remuneration of the Petwalker/Petsitter collected by Mopets.

"Confidential Information" means information which is identified as confidential or proprietary by either party or by the nature of which is clearly confidential or proprietary.

"Customer" means a user of the Website who places a Customer Order.

"Customer Order" means an order for Petwalking/Petsitting placed by a Customer.

"General Terms and Conditions for the Provision of Services" mean the terms and conditions for the provision of services governing the contractual relationship between the Customer and the Petwalker/Petsitter in the context of the provision of Petwalking/Petsitting Services and any possible additional services proposed by the Petwalker/Petsitter, the most recent version of which at the time of placement of the Customer Order is available at www.mopets.com.

"Gross Receipts" means all monies actually received by Mopets via a payment processor in respect of Client Orders placed with a Petwalker/Petsitter via the Service, i.e. the Remuneration of the Petwalker/Petsitter.

"Intellectual Property Rights" means all present and future intellectual property rights, including patents, trade and service marks, trade or business names, domain names, rights in designs, copyrights, moral rights, database rights, trade secrets and rights of confidence, in all cases whether or not registered or registrable in any country, for the full term of such rights including any extension to or renewal of the term of such rights, rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to those anywhere else in the world.

"Pet" refers to dogs, cats, guinea pigs, goats, sheep, cows and horses, to the exclusion of any other animal, except with the express prior consent of Mopets.

"Petsitter" means a person that uses the Service to provide Petsitting.

"Petsitting" means the service of keeping Pets offered by the Petsitter on the Website.

"Petwalker" means a person that uses the Service to provide Petwalking.

"Petwalking" means the service of walking Pets proposed by the Petwalker on the Website.

"Petwalker/Petsitter Profile" means the profile of the Petwalker/Petsitter posted on the Website in accordance with Article 5.

"Petwalking/Petsitting Services" means the entirety of services proposed by the Petwalker/Petsitter on the Website in accordance with the standards set out in these Terms of Service.

"Petwalker/Petsitter Terms of Service" means these terms and conditions of service as amended from time to time.

"Remuneration of the Petwalker/Petsitter" means the amount requested by the Petwalker/Petsitter for the Petwalking/Petsitting Services, including VAT (if VAT is applicable).

"Service" means the platform that Mopets makes available via the Website or otherwise and which allows the Customer to place Customer Orders via the Website, by telephone or by any other means of communication.

"System" means the Website, the Trademarks, any associated marketing materials and all other content, methods and materials which make up the Internet-based system to order the Petwalking and Petsitting Services of Mopets.

"Trademark(s)" means any trade mark registered by Mopets as well as its trade name "Mopets", the goodwill and other Intellectual Property Rights subsisting in such trade marks and names.

"Website" means www.mopets.com.

3. RELATIONS BETWEEN MOPETS AND THE PETWALKER/PETSITTER

- 3.1 Mopets can unilaterally decide to offer on the Website the Petwalking/Petsitting Services proposed by the Petwalker/Petsitter or, if applicable, some of them. Mopets can also unilaterally decide on the order in which the Petwalking/Petsitting Services are posted on the Website.
- 3.2 Mopets provides no guarantee as to the number of Customer Orders placed and has the right to propose the Service to as many petwalkers/petsitters as it wishes for the provision of Petwalking/Petsitting Services.
- 3.3 The Petwalker/Petsitter authorises Mopets to solicit Customer Orders, collect and process payments and deal with Customers in his or her name and on his or her behalf for the entire period of validity of these Petwalker/Petsitter Terms of Service. The Petwalker/Petsitter acknowledges and agrees that by accepting a Customer Order, it forms a binding contract between himself/herself and the Customer, to whom it assumes all responsibility for the Petwalking/Petsitting Services. Mopets, on the other hand, assumes no liability to the Customer for the Petwalking/Petsitting Services. The Petwalker/Petsitter therefore agrees to hold Mopets harmless and indemnify it in the event a claim is brought against Mopets by a Customer arising from the Petwalking/Petsitting Services provided by the Petwalker/Petsitter to the Customer (including reasonable lawyer's fees).
- 3.4 Use by the Petwalker/Petsitter of the Service to provide Petwalking/Petsitting does not create a partnership of any kind between Mopets and the Petwalker/Petsitter or any relationship of authority between Mopets and the Petwalker/Petsitter.

No provision of these Petwalker/Petsitter Terms of Service, including the obligations of the Petwalker/Petsitter, indispensable to guaranteeing the image of the platform and its

good working order, may, under any circumstances, be interpreted as indicating a relationship of subordination between Mopets and the Petwalker/Petsitter.

The Petwalker/Petsitter shall provide Petwalking/Petsitting Services in a completely independent manner and shall be free to organise his or her working time and activities as he or she sees fit, in order to fill Customer Orders to Mopets' standards.

- 3.5 In order to provide Petwalking/Petsitting Services, the Petwalker/Petsitter may, if necessary, call upon subcontractors and employees. The Petwalker/Petsitter assumes however, full responsibility for the performance of Customer Orders and shall ensure compliance by any possible subcontractors or employees with these Petwalker/Petsitter Terms of Service.
- 3.6 The Petwalker/Petsitter is solely responsible for and guarantees to Mopets the fulfilment of all social security and tax obligations to which he or she is subject, including with respect to any possible subcontractors and employees.

No deduction shall be made by Mopets from the Gross Receipts for back taxes, arrears of social security contributions or other similar charges related to provision of the Petwalking/Petsitting Services.

4. PRICE AND PAYMENT

- 4.1 The Petwalker/Petsitter shall determine his or her Remuneration. However, if Mopets reasonably believes that the Remuneration of the Petwalker/Petsitter is too high or too low, Mopets shall consult with the Petwalker/Petsitter on the appropriate pricing level and may recommend a pricing level based on its expertise and experience.
- 4.2 The Petwalker/Petsitter shall receive the Remuneration of the Petwalker/Petsitter, less the following items
- (a) the Commission; and
 - (b) Chargebacks.

Payment shall be made within seven business days following completion of the relevant Customer Order. Payments to the Petwalker/Petsitter shall be made by electronic transfer to the bank account or credit card of the Petwalker/Petsitter, the details of which are provided by the Petwalker/Petsitter when creating an Account.

- 4.3 In the event a Customer complains about the provision of Petwalking/Petsitting Services by the Petwalker/Petsitter, Mopets shall be entitled at its discretion, despite not being a party to the contractual relationship between the Petwalker/Petsitter and the Customer, to offer the Customer a refund of all or a portion of the price paid. Any such refund shall be deemed a Chargeback and be deducted from the Remuneration of the

Petwalker/Petsitter for the period immediately following payment of the refund, prior to remittance to the Petwalker/Petsitter, in accordance with Article 4.2. If a Chargeback is made after the Petwalker/Petsitter is paid for the relevant Customer Order, the Chargeback shall be deducted from the following Customer Order or, if there is none, paid directly by the Petwalker/Petsitter to Mopets within seven business days following Mopets' request for payment.

- 4.4 Mopets shall provide the Petwalker/Petsitter with a quarterly statement of account showing the calculation of the Remuneration of the Petwalker/Petsitter and the payments made to the Petwalker/Petsitter during the relevant period. The Petwalker/Petsitter must raise any questions or objections regarding the statement of account no later than ten (10) business days following the mailing date thereof, in the absence of which the Petwalker/Petsitter shall irrefutably be presumed to accept the content of the statement without reservation.

5. PROFILE

- 5.1 The Website shall be made available to members of the public to submit Customer Orders.
- 5.2 The Petwalker/Petsitter shall be responsible for creating and maintaining his or her Petwalker/Petsitter Profile which shall contain details of the Petwalker/Petsitter's experience, a profile picture, possibly photos of his or her services, contact details, availability, rating by customers of his or her services, any possible pets, a description of the services offered and the Petwalker/Petsitter's rates.
- 5.3 In order to harmonize Petwalker/Petsitter Profiles and safeguard the image of the platform, Mopets shall consult with the Petwalker/Petsitter if it deems that modifications need to be made to the content of the Petwalker/Petsitter Profile and may request that the Petwalker/Petsitter make any modification in terms of style, presentation or structure which Mopets deems appropriate.
- 5.4 The Website shall include a facility for users to comment on, review and rate the Petwalking/Petsitting Services provided by the Petwalker/Petsitter. These comments, reviews and ratings shall appear on the Petwalker/Petsitter Profile. The Petwalker/Petsitter acknowledges that he or she shall not have a right to review, alter or remove such material, it being understood that Mopets shall use its best efforts to remove any offensive, defamatory or discriminatory content.

6. USE OF THE SERVICE

- 6.1 The Petwalker/Petsitter must comply at all times with the obligations imposed on him or her by the General Terms and Conditions for the Provision of Services governing the contractual relationship between the Petwalker/Petsitter and the Customer.

- 6.2 The contractual relationship between the Customer and the Petwalker/Petsitter shall be governed by the most recent version of the General Terms and Conditions for the Provision of Services, further to each new Customer Order. The Petwalker/Petsitter consequently undertakes to familiarise himself or herself with the content of the most recent General Terms and Conditions for the Provision of Services before proposing a Petwalking/Petsitting Service or before confirming any Customer Order.

7. MOPETS' OBLIGATIONS

For the entire duration of the relationship between Mopets and the Petwalker/Petsitter, that is for as long as the Petwalker/Petsitter has an Account, Mopets shall:

- (a) use its best efforts to provide the Petwalker/Petsitter with access to the Website and to ensure that the Website is publicly accessible at all times;
- (b) ensure that Customers are bound by the General Terms and Conditions for the Provision of Services and use its best efforts to remove any content posted by Customers that is offensive, defamatory, discriminatory or otherwise deemed unsuitable by Mopets;
- (c) manage Customer requests received by email and conduct the appropriate follow-up including, if applicable, granting refunds;
- (d) market and publicise the Website and the Petwalking/Petsitting Services; and
- (e) pass on to the Petwalker/Petsitter the Remuneration of the Petwalker/Petsitter, less any Commissions, Chargebacks.

8. THE PETWALKER/PETSITTER'S OBLIGATIONS

For the entire duration of these Petwalker/Petsitter Terms of Service, the Petwalker/Petsitter shall:

- (a) walk, feed, care for and accompany the Pet(s), maintain their environment (clean the litter box, etc.);
- (b) comply with all rules applicable to the Petwalking/Petsitting Services;
- (c) obtain and maintain any necessary authorisations and/or registrations with the competent authorities or administrations required to provide the Petwalking/Petsitting Services (and provide proof thereof to Mopets upon request); the Petwalker/Petsitter shall in particular ensure compliance with the provisions of the Act of 14 August 1986 on animal protection and welfare and its implementing decrees, including the Royal Decree of 27 April 2007 on the

conditions for the recognition of establishments for animals and for the sale of animals.

Mopets may under no circumstances be held liable for noncompliance by the Petwalker/Petsitter with any obligations to which the latter is subject pursuant to the rules in effect in the context of performance of the Petwalking/Petsitting Services and which the Petwalker/Petsitter is bound to respect.

- (d) in general, comply with all applicable laws and regulations as may affect the commencement and performance of the Petwalking/Petsitting Services or the Petwalker/Petsitter himself or herself (including, without limitation, as relate to taxation, the sale of goods and services to consumers, the environment, etc.) and obtain, renew and maintain all permits, authorisations, licenses and approvals necessary and comply with all orders or directions made by any competent authority/administration;
- (e) hold Mopets harmless in the event of a claim brought by a Customer or a third party against Mopets, or a fine imposed by an administration or authority on Mopets, due to non-fulfilment by the Petwalker/Petsitter of the obligations to which he or she is subject pursuant to the applicable regulations in force in the animal sector, even after the closing of the Petwalker/Petsitter's Account (including reasonable lawyer's fees).

9. INTELLECTUAL PROPERTY

- 9.1 Mopets is the sole owner of or holds a license for all Intellectual Property Rights associated with the Service and the System.
- 9.2 Without prejudice to other provisions of these Terms of Service, Mopets grants the Petwalker/Petsitter a non-exclusive, non-transferable limited license, for the entire period of validity of these Petwalker/Petsitter Terms of Service, without the right to sub-license, to use the System for the purpose of provision of the Petwalking/Petsitting Services and the management of his or her Account and Petwalker/Petsitter Profile.
- 9.3 The Petwalker/Petsitter shall only use (and shall ensure that its employees and subcontractors, if any, only use) the Service and the System as permitted by these Petwalker/Petsitter Terms of Service.
- 9.4 The Petwalker/Petsitter shall use the Trademarks without alteration or modification and only in such form as actually supplied by Mopets or as previously agreed in writing by Mopets. The Petwalker/Petsitter shall not use the Trademarks in any way which would tend to allow them to lose their distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the reputation and image of Mopets. The Petwalker/Petsitter may not register or use any sign, trade mark, symbol, device or

domain name that incorporates or is confusingly similar to the Trademarks of Mopets or that is liable to give rise to a likelihood of confusion on the part of consumers.

- 9.5 The Petwalker/Petsitter acknowledges that, with the exception of the information uploaded by the Petwalker/Petsitter to his or her Petwalker/Petsitter Profile, the goodwill and all Intellectual Property Rights and other rights in and associated with the System are and shall remain the absolute property of Mopets.
- 9.6 The Petwalker/Petsitter grants to Mopets a non-exclusive, worldwide and royalty-free license, for the entire period of validity of these Petwalker/Petsitter Terms of Service, to use the information he or she uploads to his or her Petwalker/Petsitter Profile. The purposes for which Mopets can use this information include, without limitation, marketing of the Website and the Petwalking/Petsitting Services.
- 9.7 The Petwalker/Petsitter grants to Mopets a non-exclusive, worldwide and royalty-free license, for the entire period of validity of these Petwalker/Petsitter Terms of Service, to use the name of the Petwalker/Petsitter in any and all media, including without limitation, any publication by Mopets in hard copy or on its Website, in the original format or in any other format that Mopets deems appropriate.
- 9.8 The Petwalker/Petsitter acknowledges that the System and the Service, all information and data about the System and the Service provided by Mopets, as well as any other information contained in any type of documentation that may be provided to the Petwalker/Petsitter are the exclusive property of Mopets and are strictly confidential, without prejudice to Article 10. The Petwalker/Petsitter may not, without the consent of Mopets (save as required by law or expressly provided by these Petwalker/Petsitter Terms of Service) disclose any such information to third parties or use it for any purpose other than the proper provision of the Petwalking/Petsitting Services. The Petwalker/Petsitter shall ensure that its employees and subcontractors, if any, also abide by this obligation.

10. CONFIDENTIAL INFORMATION

- 10.1 Each party may be given access to Confidential Information by the other party in order to perform its obligations under these Petwalker/Petsitter Terms of Service. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

- (d) is independently acquired by the receiving party, which independent acquisition can be shown by written evidence;
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body; or
- (f) is referred to in Articles 9.6 and 9.7.

10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available for use for any purpose other than as needed to perform these Petwalker/Petsitter Terms of Service.

10.3 Each party shall take all reasonable steps to ensure that the other party's Confidential Information to which it has access is not disclosed or distributed by it or its employees, sub-contractors or agents (if any) in violation of these Petwalker/Petsitter Terms of Service.

10.4 Each party shall make a back-up of its own Confidential Information and shall not be responsible to the other for any loss, destruction, alteration or disclosure of Confidential Information.

11. TERMINATION

11.1 Without prejudice to Article 11.7 below, these Petwalker/Petsitter Terms of Service shall remain in full force and effect for as long as the Petwalker/Petsitter has an Account.

11.2 Either party may, at any time, end the contractual relationship between Mopets and the Petwalker/Petsitter and, consequently, proceed to close the Account of the Petwalker/Petsitter.

11.3 Mopets has in any case the right to immediately terminate these Petwalker/Petsitter Terms of Service by operation of law, without judicial intervention, formal notice or compensation, in the event that the Petwalker/Petsitter:

- (a) breaches these Petwalker/Petsitter Terms of Service;
- (b) breaches the General Terms and Conditions for the Provision of Services.
- (c) in order to safeguard the image and proper functioning of the Mopets platform, if Mopets receives a complaint concerning the Petwalker/Petsitter, it shall discuss the complaint with the Petwalker/Petsitter in order to find an adequate solution; if, further to this discussion, no solution is found, or if Mopets receives another complaint, within a period of one month, Mopets is entitled to terminate its contractual relationship with the Petwalker/Petsitter, without judicial intervention, formal notice or compensation and with immediate effect.

- 11.4 In the event of termination of the contractual relationship between Mopets and the Petwalker/Petsitter, the Petwalker/Petsitter shall at its expense:
- (a) immediately cease in any way to hold itself out as a Petwalker/Petsitter of Mopets; and
 - (b) immediately cease all use of the System and destroy any passwords and other information associated with his or her Account.
- 11.5 In the event that outstanding Customer Orders exist on the termination date of the contractual relationship between Mopets and the Petwalker/Petsitter, Mopets may:
- (a) request that the Petwalker/Petsitter fill the Customer Orders in accordance with these Petwalker/Petsitter Terms of Service; or
 - (b) cancel the Customer Orders.

Mopets shall account to the Petwalker/Petsitter, in accordance with Article 4.4, for all Remuneration of the Petwalker/Petsitter in respect of Customer Orders which are received following termination of the contractual relationship between Mopets and the Petwalker/Petsitter.

- 11.6 If the contractual relationship between Mopets and the Petwalker/Petsitter is terminated for any reason, all licenses granted under these Petwalker/Petsitter Terms of Service shall immediately terminate and the right to access and use the Service and the System shall end.
- 11.7 Articles 8(e), 9 (Intellectual Property), 11 (Termination), 12 (Liability), 13 (Noncompete) and 14 (General) shall survive termination and remain fully effective after the end or extinguishment (invalidation/rescission) of the contractual relationship between Mopets and the Petwalker/Petsitter for any reason whatsoever.

12. LIABILITY

- 12.1 Mopets may under no circumstances be held liable to the Petwalker/Petsitter for losses that result from the latter's failure to comply with these Petwalker/Petsitter Terms of Service or tort on the part of the Petwalker/Petsitter (including negligence).
- 12.2 Unless so provided by public policy, in the event damage or losses arise due to total or partial breach or defective performance of the Petwalker/Petsitter's contractual or extra-contractual obligations, including gross negligence, Mopets can only be held liable for actual damage and losses proven by the Petwalker/Petsitter which are a direct result of the foregoing and, in any case, the damages owed by Mopets, for any cause whatsoever, may not exceed the Commission received by Mopets from the Petwalker/Petsitter during the six months preceding the Petwalker/Petsitter's claim.

This limit also applies to all consequences, including restitutions by equivalence, imposed on Mopets in the event of invalidation or rescission of the contract between the parties.

- 12.3 Mopets shall under no circumstances be liable for any indirect damage sustained by the Petwalker/Petsitter such as, for example, loss of revenue, loss of business, lost profits, loss of anticipated savings, or any indirect or consequential damage, costs or expenses.
- 12.4 The Petwalker/Petsitter agrees to indemnify and defend Mopets, its agents and subcontractors from and against any and all losses, damage, claims, liabilities or expenses (including reasonable lawyer's fees) arising out of a claim brought by a third party, including a Customer, authority or administration, relating to the Petwalker/Petsitter's use of the Service and provision of the Petwalking/Petsitting Services (except to the extent caused by Mopets' negligence) or due to noncompliance by the Petwalker/Petsitter with his or her obligations under these Petwalker/Petsitter Terms of Service.
- 12.5 No party shall be liable to the other for any delay or non-performance of its obligations under these Petwalker/Petsitter Terms of Service arising from any cause beyond its control including, without limitation, any of the following: telecommunications failure, Internet failure, force majeure, act of God, war, fire, flood, explosion or civil commotion.

13. NONCOMPETE

- 13.1 Further to a Customer Order, regardless of whether it is accepted, the Petwalker/Petsitter undertakes not to provide the Customer that placed the aforementioned Customer Order, without going through the platform that Mopets makes available via the Website, with services similar to the Petwalking/Petsitting Services proposed on the Website for a period of six months from the date of the last Customer Order, accepted or not, placed by the Customer.
- 13.2 In the event of breach of the obligation set out in Article 13.1 above, Mopets is entitled to claim from the Petwalker/Petsitter the payment, as damages, of an amount corresponding to the total Gross Receipts received by the Petwalker/Petsitter from performance of the Petwalking/Petsitting Services in the year preceding the aforementioned breach.

Mopets and the Petwalker/Petsitter believe this penalty to be proportionate to the harm that Mopets would sustain in the event of violation of the abovementioned noncompete clause.

14. GENERAL

- 14.1 The Petwalker/Petsitter agrees that communication with Mopets shall generally be by email. Mopets shall contact the Petwalker/Petsitter by e-mail or provide the

Petwalker/Petsitter with information by posting notices on the Website. In the context of the contractual relationship between the Petwalker/Petsitter and Mopets, the Petwalker/Petsitter agrees to this electronic means of communication and acknowledges that all contracts, notices, information and other communication that Mopets provides electronically comply with any legal requirement that such communications be in writing.

- 14.2 All notices given by the Petwalker/Petsitter to Mopets must be sent by email to [contact@mopets.com]. Notices from Mopets shall be sent to the Petwalker/Petsitter to either the e-mail or postal address provided by the latter to Mopets or any other way Mopets deems appropriate. Notices shall be deemed received and properly served immediately when posted on the Website or 24 hours after an email is sent or three days after the date of posting of any letter. In proving the service of any notice, it shall be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and in the case of an email that such email was sent to the email address indicated by the Petwalker/Petsitter.
- 14.3 No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.
- 14.4 If, at any time, one or more provisions of these Petwalker/Petsitter Terms of Service is or becomes invalid or unenforceable (in whole or in part), the validity and enforceability of the remaining provisions or the remainder of the provision concerned shall not be affected or reduced in any way, provided, having regard to its substance and the object of these Petwalker/Petsitter Terms of Service, the remaining provisions or the remainder of the invalid or unenforceable provision is not inextricably associated with and hence unseverable from the invalid or unenforceable provision or part thereof.
- 14.5 Mopets has the right to revise and amend these Petwalker/Petsitter Terms of Service. Mopets shall notify the Petwalker/Petsitter of any changes to these Petwalker/Petsitter Terms of Service by email or by posting a notice on the Website. The Petwalker/Petsitter shall then have seven days to end the contractual relationship without notice or compensation. After that time, the Petwalker/Petsitter shall be irrefutably presumed to have accepted the new version of these Petwalker/Petsitter Terms of Service. The same holds true (irrefutable presumption of acceptance) if, during this seven-day period, the Petwalker/Petsitter continues to use the Service. The applicable version of these Petwalker/Petsitter Terms of Service shall thus always be that in force at the time the Service is used.
- 14.6 These Petwalker/Petsitter Terms of Service and, in general, the contractual relationship between Mopets and the Petwalker/Petsitter are subject to and must be interpreted in accordance with Belgian law.

Any dispute arising out of or in relation to the interpretation or performance of these Petwalker/Petsitter Terms of Service or termination of the contractual relationship between Mopets and the Petwalker/Petsitter shall be submitted to the competent Brussels courts.