

Terms and Conditions of Service

HappyNest

OBJECT

We thank you for visiting our Internet website www.happynest.me (the “**Website**”), powered by HAPPY NEST (SHANGHAI) PETS CO., LTD. (“**HappyNest**”).

HappyNest is an online platform aiming to connect both pet owners and sitters for the provision of several pet sitting services (the “**Website**”) (the “**Services**”).

HappyNest makes information and services available on the Website, subject to the following terms and conditions for accessing, visiting and/or otherwise using any and all web pages and related services and materials (the “**Terms**”).

PLEASE READ THE TERMS CAREFULLY BEFORE USING THE WEBSITE. BY ACCESSING, VISTING AND/OR OTHERWISE USING THE WEBSITE, YOU ARE AGREEING TO BE BOUND BY THE TERMS: IF YOU DO NOT AGREE TO THE TERMS; PLEASE DO NOT USE THE WEBSITE.

“You” or “Your” means you personally (i.e. the individual who reads and agrees to be bound by the Terms) and, if you access the Website on behalf of a corporation or other legal entity, collectively, you and such corporation or other legal entity on whose behalf you access the Website.

1. ACCEPTANCE OF TERMS AND CONDITIONS

By using the Website, you agree to the present Terms.

HappyNest reserves the right to modify or revise the Terms at any time and without notice.

Your continue use of the Website after such changes will indicate your acceptance of such changes. Please remember to regularly consult this page in order to take note of any changes or amendments that may have been made to the Terms.

The version published on the Website at the relevant time applies between you and HappyNest. If you have any questions about the Terms, you can contact the Website at: contact@happynest.me.

2. SERVICES PROVIDED

1. Nature of HappyNest’s Services

HappyNest consists of a Website providing support and services that pet owners (the “**Pet Owners**”) and providers of pet related services (the “**Sitters**”) can use to find, communicate with and interact with each other.

HappyNest charge fees for some aspects of the Services, as described below in Section 9.

2. HappyNest does not provide pet care services

HappyNest is a neutral venue for Sitters and Pet Owners which only aims to provide a platform in order for Pet Owners and Sitters to match each other.

Therefore HappyNest is not a service provider and, except for emergency phone support and other resources and support specifically described in the Terms, does not provide directly pet care services.

HappyNest makes no representations or warranties about the quality of Drop-in, Dog walking, Boarding, Dog training, Dog grooming and House sitting provided by Sitters or about your interactions and dealings with users.

3. SOURCING & LISTING OF SITTERS

Any eligible person able to register on the Website can apply to be Sitter. After being verified by the HappyNest’s team, Sitters shall understand and agree that their profile will be shared with Pet Owners for the booking process’s purpose.

Sitters listed on the Website are not under the direction or control of HappyNest, and they determine in their own discretion how to provide the Services.

Though HappyNest’s provides general guidance on its Website to Sitters about safety and pet care and to Pet Owners about selecting and engaging Sitters, HappyNest does not employ, recommend or endorse Sitters or Pet Owners, and, to the maximum extent permitted by applicable law, we will not be responsible or liable for the performance or conduct of Sitters or Pet Owners, whether online or offline.

HappyNest conducts an initial review of the Sitters profiles and facilitates background checks or identification verifications on the Sitters, but, except where explicitly specified in the Website (and then only to the extent specified), do not otherwise screen Sitters.

You should exercise caution and use your independent judgment before engaging Sitters, providing Services, or otherwise interacting with users via the Website.

Pet Owners and Sitters are solely responsible for making decisions that are in the best interests of themselves and their pets.

For example, each user of the Website is responsible for keeping current his or her own pet's vaccinations, and we will have no liability for anyone's failure to vaccinate his or her pet.

4. BOOKINGS

Pet Owners and Sitters transact with each other on the Website when they both agree to a booking that specifies the fees, time period and other terms for provision of the Services via the booking mechanism provided on the Website.

A booking may be initiated by either Sitters or Pet Owners by selecting the type(s) of Services to be provided and then following the prompts that appear on-screen.

All requests are subject to acceptance by the receiving party. The receiving party is not obligated to accept your (or any) request and may, at their discretion, decline for any reason. Once a booking request is sent, the receiving party will have to accept or decline such request within twelve (12) hours. After such period, any booking requests will expire.

You acknowledge that, once you complete a Booking, you agree to honor the price and other terms of that booking, as acknowledged in the booking confirmation.

To confirm a booking a payment shall be made by Pet Owners. Before the payment is made, initial information such as name and contact information from both Pet Owners and Sitters will be disclosed to each other. After the payment is made and received by the HappyNest, all personal information will be released in order for both parties to go into meet and greet.

Meet and greet is a mandatory face-to-face meeting between Pet Owners, Sitters and other persons involved in the Services before a booking starts.

HappyNest strongly suggests the parties to hold the meet and greet at the place where the pets are going to stay during the booking. In any case Pet Owners and Sitters shall be required to only chat in the Wechat group "HappyNest / Pet Owners / Sitters" in order for them to make a booking.

The Website reserves the right to cancel Sitters' registration if the latter remain inactive more than two

months days or refuse more than four (4) consecutive requests from Pet Owners.

If Sitters fail to block their unavailable dates on their calendar after being told by a HappyNest team member, they will be made inactive.

If Sitters' services are successfully booked by Pet Owners and they are unavailable, Sitters' account will be made inactive by the Website.

Once you reach 3 warnings, HappyNest has the right to make Sitters inactive until further notice.

5. REPRESENTATION & WARRANTIES

5.1. Representation & Warranties of Pet Owners

By using the Website, you as Pet Owners expressly acknowledge, represent and warrant that:

- Your pets are vaccinated, licensed, identification-tagged and/or microchipped as required by local laws or regulations (such document needs to be regularly updated);
- You must provide the Sitters with the vet booklet of the pets;
- You have obtained and will maintain any mandatory insurance policies concerning the pets whose care you entrust to the Sitters (and that such policies will benefit third parties, including Sitters, to the same extent they benefit you);
- You must declare to HappyNest and the Sitter if the pets belong to you or if the pets are fosters (*i.e.* abandoned pets waiting to find a new family);
- You shall provide the Sitters with all the necessary, safe and appropriate equipment/supplies required for the Services. In particular, you must provide furniture to make the pets feel comfortable, such as food, toys, bedding, treats, blankets, bowls, leashes, collars, litter, medication and other essential equipment for the entire duration of the booking;
- You shall provide keys, cards and anything essential to make Sitters' services easier according to the booking requirements;
- If you face troubles in using the Website, you will try your best to provide Sitters the best Services possible. If not, you can contact the Website assistance.

5.2. Representation & Warranties of Sitters

By using the Website, you as Sitters expressly acknowledge, represent and warrant that:

- You are legally eligible to provide the Services;
- You are personally in charge to provide the Services to the benefit of the Pet Owner, and cannot subcontract all or part of the said Services to any third party without the prior written consent of the Pet Owner and HappyNest;
- When providing the Services, you will comply with applicable leash, pet waste disposal, and similar laws and Pet Owners' instructions;
- Dogs shall remain on leash while walking with you;
- In case of Boarding, you must inquire Pet Owners whether they have guests (spouse, child, friends, etc.) or anyone else into the home ahead of the booking;
- In case of Drop-in, you must inform, ahead of the booking, Pet Owners whether someone else will be staying in their home during the Services. You must agree to the pets being in the home. Also, size, temperature, cleanliness and people in space must be fit for the pets. The number of animals in the home being hosted at one time must be reasonable and manageable for you;
- In case of any problems with the Services you shall notify to Pet Owners as well as HappyNest as soon as possible;
- If Pet Owners fail to collect their pets within one (1) hour after the Services is completed, you shall contact HappyNest immediately;
- If Pet Owners you are doing a service for dogs did not register their dog for the identification tag, you must tell them to order one as soon as possible. You will also make sure every dogs' Pet Owners are registered;
- You shall take care of the pets according to the current habits the latter are used to as if it was your own pets. You shall listen and follow the rules made by Pet Owners according to the pets' needs and wants.
- You shall ensure the pets will always be without any freedom restriction such as cage or leash in home, unless something else is discusses between you and Pet Owners;
- You shall remain available and communicate regularly and efficiently with Pet Owners during the Services using any mean of communication in order to send any updates about the booking (messages, photos, videos, etc.);
- You shall remain available, especially couple of days ahead of the booking, for meeting, follow up

or calls to help the client be at ease while preparing for the Services;

- In case of Drop-in, you must maintain the home as clean as when you found it. You are responsible to clean the pets' mess;
- Sitters must be available for meet and greet. If Pet Owners refuse a meet and greet, Sitters have a right to cancel the booking;
- You are responsible for the belongings of Pet Owners you were given to in order to make the Services easier. In case you lose or make out of service any of them, you will need to pay RMB 200 which will be deducted off of your payment awarded;
- You must arrive in a timely manner to all bookings.

6. ABANDONED PETS – RE-HOMING

Pet Owners who arrange for Services and fail to retrieve their pet after the Service period identified in a booking agree that HappyNest (or the Sitter) may, in its (or his or her) sole discretion, place the pet in foster care, transfer care to animal control, or find other alternate care.

Pet Owners agree to reimburse HappyNest and/or Sitters for all costs and expenses associated with such actions.

Further, HappyNest expressly reserves the right, in its sole discretion, to remove an owner's pet from a Sitter's care should HappyNest deem it necessary for the safety of a pet, the Sitter, or any persons living with the Sitter.

Prior to removing a pet from the care of a Sitter, HappyNest will use reasonable efforts during its normal business hours to contact the Pet Owner and/or the Pet Owner's emergency contact (if provided) to arrange alternative care.

Should HappyNest not be able to contact the Pet Owner or the emergency contact, HappyNest 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 HappyNest 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 HappyNest in connection with such transfer.

7. EMERGENCY

Both Pet Owners and Sitters had better to give an emergency contact to each other that will be available in case of emergency.

In case of fire or any other emergency, Sitters shall ensure essential measures will be taken for the protection of the pets.

Pet Owners shall understand and agree to pay all expenses related to pet insurance or veterinary services required for the pets during the Services.

In case the pets become sick during the Services, Sitters shall notify Pet Owners as soon as possible. Pet Owners shall cover all medical expenses resulting from an injury to a HappyNest member team, other person or animals caused by their pets.

In the event of an emergency, Sitters shall contact Pet Owners at the numbers provided to confirm Pet Owners' choice of action.

If Pet Owners cannot be reached or if no emergency contact has been provided, Sitters are authorized to take any actions they want to as long as it aims the good of the pets.

Nevertheless, in case of emergency, Sitters shall comply with the follow recommendations:

- Take the pet to the vet immediately. If the vet recommended by Pet Owners is too far, take the pet to the nearest vet;
- Contact Pet Owners and send regular updates, and;
- Provide vet with all necessary information regarding the condition of the pets, particularly the vet booklet given by the Pet Owners.

If no decision about the expenses related to emergency measures for taking care of the pets have been made during the meet and greet, Pet Owners shall understand and agree to reimburse Sitters for all expenses incurred.

In case of near death, Sitters need to get the approval by Pet Owners for any major decision.

8. USE OF SERVICES AND WEBSITE

1. General provisions

By accessing and using the Website, you certify that you: (1) are at least 18 years and (2), will comply with all laws and regulations applicable to your activities conducted through, or related to, the Website.

In addition to the foregoing, when you use the Services or the Website, you agree:

- To use the Website only in a lawful manner and only for its intended purposes;
- Not to submit viruses or other malicious code to or through the Website;

- Not to use the Website, or engage with other users of the Website, for purposes that violate the law;
- Not to use the Website to arrange for the provision and purchase of services with another user, then complete transactions for those services outside of the Website;
- Not to use the Website for purposes of competing with HappyNest or to promote other products or services;
- Not to post reviews about Sitters that aren't based on your personal experience, that are intentionally inaccurate or misleading, 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 Website only for your own purposes, and not to impersonate any other person;
- Not to transfer or authorize the use of your account for the Website by any other person, or to engage in fraudulent transactions;
- Not to provide false information in your profile.
- Not to interfere with our provision of, or any other user's use of the Website;
- Not to solicit another user's username and password for the Website or any other sensitive personal information, including bank details;
- To be abide by Chinese laws, regulations, rules and policies during the Services.

2. Suspension and termination

We reserve the right to suspend or terminate your access to the Website: (1) if in our discretion your conduct on the Website is inappropriate, unsafe, dishonest, or in breach of these Terms; or (2) if necessary in our discretion to protect HappyNest, its users, pets, or the public.

You may suspend or terminate your use of the Website at any time and for any reason.

If you wish to deactivate your account, please contact HappyNest. Note that if you have any outstanding payment obligations, those will survive suspension or termination of your account.

9. TRANSACTIONS

9.1. Currency

All fees, deductible amounts and other payments referenced on, or charged through, the Website are listed and payable in Chinese currency (RMB).

2. Prices

Pet Owners agree that prices for the Services are fixed by Sitters. Sitters determined their prices on a form filled through the Website during their application.

The Website provides a range of prices regarding the Services concerned in order to guide Sitters in determining their prices.

In case the prices fixed by Sitters are exaggerated regarding the Service concerned, HappyNest has the right to modify it after reviewing the Sitters' application.

Once Pet Owners and Sitters agree for booking, Pet Owners shall pay for the Services according to the prices previously fixed by Pet Owners.

3. Services Fee

Sitters shall understand and agree that the Website is the sole representative for the collection of payments made by Pet Owners for Sitters. The purchase of the Services is a transaction between Pet Owners and Sitters and HappyNest aims to facilitate the transaction.

The Website charges a fee of 20% of the total of the booking (15% on Pet Owners' side and 5% on Sitters' side) once the Services are fully accomplished. Such fee is calculated according to the price of the Services and is automatically deducted from the payments made by Pet Owners.

An extra 5% (on the total price of the booking) will apply if the request is done less than 72h before the starting date of the booking.

4. Payment terms

HappyNest will collect payment from Pet Owners at the time of booking via WeChat or Alipay. Thus, Pet Owners shall understand and agree to use the Website as the only channel for payment transactions after choosing Sitters for the Services. In case of failure of using the Website as a channel for payment transactions, the Website can unilaterally terminate the booking.

The channel for payment transactions from the Website is a trustable payment gateway for both Pet Owners and Sitters.

Pet Owners shall pay for the Services at least twenty four (24) hours before the starting date of the booking. Both starting date and ending date are included in the total of the booking, no matter the time of the pick-up and drop off.

HappyNest hosts the money on behalf on Sitters and will release it within five (5) working days once the Services are fully accomplished, via WeChat or Alipay. In case Pet Owners wish to extend a booking, Sitters

would receive payment five (5) working days after the final end date of the last extension.

In case of additional payments made outside the scope of the Website (for instance, Sitters buying food for the Pets), HappyNest has no accountability with these payments. Furthermore, HappyNest has no responsibility to resolve disputes related to these payments.

In case of additional payments made outside the scope of the Website, Sitters need to discuss with Pet Owners directly before making the purchase. Pet Owners agree to be responsible for these payments and will reimburse Sitters upon their return for all purchases made.

5. Taxes

Except for taxes on HappyNest's income and gross receipts or where HappyNest is otherwise required to collect taxes, Pet Owners and Sitters shall understand and agree that they are not employees of HappyNest, meaning that they solely are responsible to pay any applicable taxes that arise as a result of the payment, provision, or use of the Website.

This includes, without limitation, any form of sales tax, VAT, or income tax on fees paid or received by them through the Website.

2. CANCELLATION AND REFUNDS

1. Cancellation by Pet Owners

If Pet Owners cancel a confirmed booking less than twenty four (24) hours before the starting date of the booking, they will need to pay penalties. In this situation, Sitters will get 50% of refunds from their payment within five (5) working days.

2. Cancellation by Sitters

If Sitters cancel a confirmed booking less than twenty four (24) hours before the starting date or during the booking, they will need to find other Sitters for Pet Owners they cancelled the booking to (which shall be verified by HappyNest).

If they comply, they will not need to pay any penalties. If not, Pet Owners will get 100% of refunds.

If Sitters cancel a confirmed booking more than twenty four (24) hours before the starting date of the booking they shall notify both Pet Owners and HappyNest directly and cancel the booking on the related Website's booking page.

If they fail to notify, a penalty fee equal to 50% of the fees invoiced by the Sitter for the next booking will be deducted from such booking.

3. General provisions

Refunds will be granted according only to the cancellation policy above-mentioned. Pet Owners shall understand and agree that a meet and greet between Pet Owners and Sitters shall have took place before the booking if they want to be eligible for refunds.

If Sitters fail to comply with any of their engagements mentioned in Section 5, Pet Owners or HappyNest have the right to replace Sitters.

If Pet Owners shorten the duration of the booking, they will still be required to pay for the reserved amount of time as initially planned with Sitters.

In such case, Sitters can also decide to use this excess amount of time they already spent for the booking as upcoming credit towards the Pet Owners.

11. PERSONNAL DATA & PRIVACY

1. Registration & Account Security

If you elect to use the Website, 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 (or, if HappyNest suspends or terminates your account, not to create additional accounts).

You represent and warrant that any information that you provide in connection with your use of the Website is and shall remain true, accurate, and complete, and that you will maintain and update such information regularly. You agree that if any information that you provide is or become false, inaccurate, obsolete or incomplete, HappyNest may terminate your account.

You are responsible for maintaining the confidentiality of your username and password for the Website and are responsible for all activity under your account.

You agree to notify us promptly of any unauthorized use of your account.

2. Content

HappyNest may require or allow both Pet Owners and Sitters to submit or upload text, photographs, images, videos, reviews, information and materials to their profile on the Website (the “**User Content**”).

For example, Sitters are invited to create a profile page with a passport or ID picture and other information and to transmit photos of the dogs under their care to Pet Owners, while Pet Owners may submit reviews of the Sitters.

Notwithstanding the foregoing, HappyNest may, in its sole discretion, (i) reject or remove anything you post,

(ii) restrict, suspend, or terminate your access to any or all of the Website, or (iii) cease to provide and maintain the Website, at any time, for any or no reason, with or without prior notice, and without liability. Upon doing so, we may retain or delete any information or content that you provided.

You are the owner of your User Content. HappyNest does not claim any ownership rights in any.

However, by submitting your content, you grant to HappyNest a worldwide, royalty-free, sub licensable, perpetual, irrevocable license to use, modify, publicly perform, publicly display, reproduce, and distribute your User Content for the limited purpose of providing, promoting, developing the Website and all related services.

3. Personal Data

Concerning your data collection, storage and processing, subject to the provisions of foreign law (including the EU General Data Protection Regulation and related data protection laws of the EU) that might be directly applicable to HappyNest in the People's Republic of China, HappyNest is subject to Chinese legal standards on data protection, which are recognized as guaranteeing an adequate level of data protection.

12. INTELLECTUAL PROPERTY RIGHTS

The Website contains content owned, operated, licensed, and/or controlled by HappyNest.

The information and materials made available through the Website, are and shall remain the property of HappyNest, its subsidiaries, affiliates, licensors and/or suppliers, and are protected by copyright, trademark, patent, and/or other proprietary rights and laws that is protected by copyright, trademark, trade secret, or other proprietary rights. HappyNest grants you a limited, revocable, non-sublicensable right to view the content of the Website solely for your internal use of the Website.

You may not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit, rent, lease, modify, loan, sell, distribute, or create derivative works based (whether in whole or in part) on, the Website or any information from the Website, in whole or in part, without the express prior written authorization of HappyNest.

Elements of the Website are protected by copyright, trade dress, trademark, unfair competition, and/or other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound, or image from the Website may be copied or retransmitted unless expressly permitted in writing by HappyNest.

Nothing contained on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of HappyNest's or its affiliates' or suppliers' trade names, trademarks or service marks without HappyNest's express prior written consent.

13. LIABILITIES

Our liability for any claims, injuries, loss, harm and/or damages arising from and/or in any way related to your interactions or dealings with other users and the acts and/or omissions of Sitters and Pet Owners, whether online or offline, is limited to the total amount paid by the Pet Owner to HappyNest for the Services.

You acknowledge and agree that, except to the extent we have liability under the Website's, and to the maximum extent permitted by the applicable law, YOUR USE AND/OR PROVISION OF SERVICES ARE AT YOUR SOLE AND EXCLUSIVE RISK.

14. TERMINATION

Nothing in these Terms will be construed as making either party the partner, joint venturer, agent, legal representative, employer, worker, 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.

These Terms are non-exclusive and do not prohibit Sitters from offering pet care services via other means or third parties.

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.

To the maximum extent possible under applicable local law, the Terms will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

15. LAW AND JURISDICTION

The Terms shall be governed by and construed in accordance with the laws of the People's Republic of China.

Any dispute arising out of, or in connection with, the Terms shall be exclusively submitted to the Shanghai International Economic and Trade Arbitration Commission (the "SHIAC") and shall be finally settled through arbitration before SHIAC, in accordance with the arbitration rules of SHIAC in force at the date of applying for arbitration.

Arbitration shall be held in Shanghai.