

Laikadog

These terms and conditions create a contract between you and Laikadog (the "Agreement"). Please read the Agreement carefully. To confirm your understanding and acceptance of the Agreement, click "Agree."

1. Terms of Service

Laikadog (hereafter referred to as "we", "us", or "our") provides you with the opportunity to go on vacation and know that your house and pets are well looked after and cared for. By using our services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you become a client. These Terms govern your access to and use of the Site and our services, and all Content, and constitute a binding legal agreement between you and Laikadog. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site or our services.

Our services and the Site is intended solely for persons who are 18 or older. Any access to or use of our services or the Site by anyone under 18 is expressly prohibited. By accessing or using the Site and our services you represent and warrant that you are 18 or older.

Our services, along with this site, creates a platform whereby you as the client can book client-provided services and you may learn about our services and book such client provided services.

2. Access and Compliance

By accessing the Site and utilizing our services, you agree to be bound by the Terms, all applicable laws and regulations and that you warrant and represent that you are legally entitled to do so and are abiding by all applicable laws and regulations of South Africa. You agree that we may modify this agreement and such modifications shall be effective immediately upon posting. You agree to review these Terms each time you use the Site and our services to be aware of modifications. Continued access or use of the Site and our services shall be deemed conclusive evidence of your acceptance of the modified agreement.

3. How the site and our services work

Our services at Laikadog is three pronged. We provide dog and home sitting, dog and home visiting, and specialty dog walking services (hereafter referred to as services). Depending on the service/s you choose we cannot be held liable for any damage/s caused in the event of unnatural events or events out of our control.

4. Registration

In order to be a client of Laikadog, you will be required to complete our client registration form. If you choose to register for the service, you agree to provide and maintain true, accurate, current and complete information about your dog (s) and yourself as prompted by the service's registration process. It is of importance that all health related information, regarding your dog, needs to be included in the registration form. You need to further identify whether your dog is up to date for protection against rabies, worms and tick/flea prevention. Registration data and certain other information about you will be seen as private and protected as such by us. If any of your registration data is inaccurate, incomplete or not current, we may terminate your account immediately. We may reject a registration application if we determine in our sole discretion that the client is not an appropriate client for our services. We have no obligation to disclose the reason for our decision to reject an application. You may not register for the service if you are under 18 years of age.

5. Fees

Payment for our services must be made 24 hours before the services are to be rendered, and proof of payment needs to be sent to us 24 hours before (no deposit is required).

Clients need to pay directly into the Laikadog business bank account; details of the account can be found on the invoice which is emailed to the client once a booking has been made. Once the full amount is paid (24 hours in

advance) the booking is secured. If no full payment is made 24 hours in advance, no booking comes into existence and therefore no services will be provided.

For whatever reason (whether within or out of our control) service cannot be provided, and the full amount has been paid 24 hours in advance by the client, clients may either use the service to the equivalent value, that has been booked, in the future for our services, or use the cancelled service as a gift to another user or request a refund.

If the client requests the cancellation, then the cancellation must be made 24 hours in advance in order for the client to receive a full refund.

6. Damages:

Property Damage by Pets

As our client, you acknowledge and agree that Laikadog has no responsibility to reimburse or otherwise cover you for any property damage on your property that may be caused by your pet during the course of our services, and you hereby agree not to seek any such reimbursement or other damages from Laikadog in the event of any such property damage, in each case.

Medical and non-medical scenarios

It is every client's responsibility to have his/her pets fully vaccinated and up to date on all forms of preventatives prior to the start of our services. Further it is the responsibility of the client to ensure that we are aware of all and any medical and/or non-medical related issue the pet/s has.

For Emergency Medical Situations Involving a Pet:

The client should ensure that we are provided with contact information to reach the client in the event where an emergency medical situation arises involving a client's pet. We acknowledge and agree that, to the extent any situation arises where the pet is required to receive emergency veterinary care while in the care or custody of us, we will first contact the client and if we are unable to reach the client on any of the numbers we were furnished with, we shall take any and all reasonable steps to ensure that the pet/s get the care and help needed. The client acknowledges and agree that the costs of any such treatment for emergency medical situations is the sole and exclusive responsibility of the client.

In the event that a client's pet does require medical treatment, Laikadog will not offer any additional coverage should that pet require treatment for further damage as the result of the owner's negligence, as an example, if a pet is to have surgery and the owner does not allow their pet/s the proper amount of time to rest and heal (especially if instructed by a vet to keep the pet confined to bed rest for a duration of time), Laikadog will not be responsible for any additional treatment that may result from further injury.

For Flea/Tick Situations Involving a Pet:

It is every client's responsibility to have his/her pets up to date on a form of flea and tick control. Client's acknowledge and agree that, to the extent any situation arises where client's pet introduces fleas/ticks, the owner of the pet/s shall be held responsible for all costs associated with fleas and/or flea/tick prevention. It is the responsibility of clients to disclose any knowledge of flea/tick issues associated with their pets to us before any service is rendered.

7. Information on the Website

Although Laikadog attempts to maintain the integrity and accuracy of the information on the Site, we make no guarantees as to its correctness, completeness, or accuracy. The Site may contain typographical errors, inaccuracies, or other errors or omissions. If you believe that information found on the Site is inaccurate or unauthorized, please inform us by contacting us via information provided at the "Contact Us" link found on our homepage's menu.

8. Your Information and Photos

As part of the Site, Laikadog occasionally shares photo updates of guest pets and resident pets with Site users and the public. You agree that Laikadog may, at its sole discretion, publish these photos on the Site and across social media including Facebook, Twitter, Pinterest, Instagram and similar sites.

9. Mobile Services:

The site may include certain services that are available via a mobile device (collectively, the "Mobile Services"). To the extent you access the Site through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. Certain information about your usage of the Mobile Services may be communicated to Laikadog. By providing your mobile phone number, you agree that Laikadog may communicate with you using any means of communication including calls placed to your mobile phone using an automated dialing device, calls using pre-recorded messages and/or SMS, MMS, text message or whatsapp regarding your account. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Laikadog account information to ensure that your messages are not sent to the person that acquires your old number.

10. Use of the Site

Any personal information you submit to the Site shall only be used for the purposes of our services and our use. In consideration of being allowed to use the Site, you agree that the following actions shall constitute a material breach:

- Collecting information about the Site or users of the Site without Laikadog's written consent;
- Modifying, framing, rendering (or re-rendering), mirroring, truncating, injecting, filtering or changing any Content of or information contained on the Site, without Laikadog's written consent;
- Accessing or using the site for commercial or competitive purposes;
- Disguising the origin of information transmitted to, from, or through the Site;
- Impersonating another person or entity;
- Distributing viruses or other harmful computer code;
- Allowing any other person or entity to impersonate you to access, use or register with the Site;
- Using the Site for any purpose in violation of local, national or international laws, including but not limited to any unauthorized use of any Content or information contained on the Site may violate copyright laws, trademark laws or the laws of privacy;
- Using the Site in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others;
- Updating a public profile with erroneous contact information or removing contact information;
- Failing to respond to messages/inquiries from Laikadog within a timely manner, to be determined at the sole discretion of Laikadog;
- Behaving or acting in any way that creates a negative experience or safety concern for Laikadog, to be determined at the sole discretion of Laikadog;
- Accepting off-site transactions with Laikadog clients;
- Behaving or acting in any way that demonstrates a lack of courtesy or professionalism with us at Laikadog that may cause any difficulty providing the best customer service possible for Laikadog, to be determined at the sole discretion of Laikadog;
- Receiving multiple General Inquiries and/or Meet-n-Greets without any (or a abnormally low ratio of) confirmed Reservations, to be determined at the sole discretion of Laikadog;

Laikadog expressly reserves the right, in its sole discretion, to terminate a user's access to any interactive services and/or to any or all other areas of the Site due to any act that would constitute a violation of the Terms. In addition to violating the Terms, any of the foregoing actions on your part or on behalf of any entity you are employed or otherwise acting as an agent for constitutes intentional, unauthorized access of a protected computer, may constitute a violation of South African law, and may potentially subject you and any affiliated parties to civil and criminal liability.

You as the client acknowledge that Laikadog does not pre-screen content uploaded by users (including reviews), but that Laikadog and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Site. Without limiting the foregoing, we will have the right to remove any reviews or other content that violates these Terms or is deemed by Laikadog, in its sole discretion, to be otherwise objectionable, including any reviews that violate any of the following guidelines:

- Reviews unrelated to our services itself (e.g., religious, political, or social commentary).
- Reviews that are not representative of the Client's own personal experience ("hearsay")
- Reviews in which the content endorses or promotes illegal or harmful activity or violence.
- Reviews in which the content is profane, discriminatory, or vulgar.
- Reviews in which the content violates another person's privacy, such as publishing a person's full name, phone number, address, or other identifying information.
- Reviews in which the content refers to a Laikadog investigation.
- Reviews in which the content is proven to be used as extortion.

With respect to the reviews, content or other materials you upload through the Site or share with other users or recipients (collectively, 'User Content'), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein.

It is your obligation to comply with all applicable laws. You are responsible for maintaining the confidentiality of your account information and password and for restricting access to such information and to your computer. You agree to accept responsibility for all activities that occur under your account or password.

11. Links to Third Party Websites

The Site may contain links or have references to websites controlled by parties other than Laikadog. Laikadog is not responsible for and does not endorse or accept any responsibility for the contents or use of these third party websites. Laikadog is providing these links to you only as a convenience, and the inclusion of any link does not imply or otherwise constitute endorsement by Laikadog of the linked website and/or the content and materials found at the linked website, except as specifically stated otherwise by Laikadog. It is your responsibility to take precautions to ensure that whatever you select for your use is free of viruses or other items of an intrusive nature.

12. Emergency Contact

We acknowledge and agree that we shall make reasonable efforts to contact the client in the event a situation arises that requires or may require the client's consent. In the event Laikadog cannot reach the client after reasonable efforts, client's provided Emergency Contact (s) is authorized to act on behalf of the guest pet. It is the client's responsibility to ensure the emergency contact information is current and that the contact is aware of his or her responsibility to act on behalf of the client. If none of the emergency contact/s listed answer their phones, then Laikadog shall proceed to contact the nearest vet/emergency personal. We will not be held responsible for any costs involved. If none of the listed Emergency Contacts answers, then we shall take the necessary and reasonable steps in your pets' best interest to ensure his /her well-being/health. However, if the client/one of the listed emergency contacts answers then the client/designated emergency contact must inform us of what he/she wants to happen to the pet, and we will not be liable for any costs involved with the decision made by the client/ designated emergency contact, and we are not liable for anything that happens to the pet regarding the final decision of the client/designated emergency contact. Regardless of us reaching the client/designated emergency contact, we will still take the best steps for your pet and report client/designated emergency contact person if he/she neglects the pet, and refuses to give us consent to take the pet to a vet/emergency personal. In such an event, where we take matters into our own hands, we shall still not be held liable. We have a great deal of care and respect for the pets we look after, and will ensure their safety.

13. Price fluctuation

We reserve the right to increase our prices at any stage. Further our prices may increase yearly with inflation. We further reserve our right utilize promotional discounts for certain clients that participate in promotions, however our = terms and conditions still apply to any person receiving such promotion.

14. Limitation of Liability and Release

By agreeing to be our client you expressly assume the risk of any damages, including property damages or personal injury, which you or anyone else present in your residence may suffer. It is the sole responsibility of the client to make decisions that are in the best interests of themselves and their pets. It is strongly recommended that we schedule a

"Meet-n-Greet" with all pets and pet owners before providing our services to mitigate as many risks as possible.

AS OUR CLIENT, YOU AGREE NOT TO HOLD LAIKADOG OR ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR THIRD PARTY PROVIDERS LIABLE FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "LIABILITIES") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICES OR SITE, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH (A) ANY INSTRUCTION, ADVICE, ACT OR SERVICE PROVIDED BY LAIKADOG OR ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR THIRD PARTY PROVIDERS, (B) ANY DESTRUCTION OF YOUR INFORMATION, (C) ANY DISPUTE WITH ANY OTHER USER OF THE SITE, (D) ANY INJURIES OR HARM SUFFERED BY YOU OR ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION YOUR FAMILY MEMBERS, FRIENDS OR OTHER UNRELATED PARTIES), (E) ANY INJURIES OR HARM SUFFERED BY ANY DOGS OR OTHER PETS, (F) ANY DAMAGE OR HARM TO REAL OR PERSONAL PROPERTY, OR (G) ANY OTHER CONDUCT, ACT OR OMISSION OF ANY OTHER PARTY, INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, OR DESTRUCTION OF PROPERTY.

UNDER NO CIRCUMSTANCES SHALL LAIKADOG OR ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THIS SITE INCLUDING YOUR RELIANCE ON ANY INFORMATION OBTAINED FROM THIS SITE THAT RESULTS IN MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OR CORRUPTION OF FILES, VIRUSES, DELAYS IN OPERATING OR TRANSMISSIONS, OR ANY FAILURE OF PERFORMANCE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY IN ANY ACTION, WHETHER IN CONTRACT, OR ANY OTHER CLAIM, EVEN IF AN AUTHORIZED REPRESENTATIVE OF LAIKADOG HAS BEEN ADVISED OF OR SHOULD HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. BY YOUR USE OF THIS SITE, YOU ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, GOODS AND SERVICES AVAILABLE THROUGH THIS SITE, EXCEPT WHERE THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IS PROHIBITED BY LAW.

You agree that the limitations specified in this section will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose. You also expressly acknowledge and agree that Laikadog has set its prices and entered into these Terms in reliance upon the limitations of liability specified herein, which allocate the risk between you and Laikadog and form a basis of the bargain between the parties.

15. DISCLAIMER OF WARRANTIES

THE SITE AND CONTENT PROVIDED ON THE SITE ARE PROVIDED "AS IS," AND ARE FOR USE AS CONTRACTED HEREIN. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, LAIKADOG AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, AS WELL AS ITS THIRD PARTY PROVIDERS, HEREBY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS WITH REGARD TO THE SITE, THE CONTENT, AND THE GOODS AND SERVICES ASSOCIATED THEREWITH INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND QUALITY OF GOODS AND SERVICES EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. LAIKADOG MAKES NO REPRESENTATIONS, GUARANTIES OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE SITE OR CONTENT ASSOCIATED WITH THE SITE, OR THE RESULTS YOU MAY OBTAIN BY ACCESSING OR USING THE SITE AND/OR THE CONTENT ASSOCIATED THEREWITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LAIKAODG AND ITS THIRD PARTY PROVIDERS DO NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE SITE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; (B) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL YOU PURCHASE, SECURE OR OTHERWISE OBTAIN THROUGH THE SITE WILL MEET YOUR REQUIREMENTS; OR (C) ANY SOFTWARE OFFERED VIA THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT NEITHER LAIKADOG NOR ITS THIRD PARTY PROVIDERS CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SITE AND/OR CONTENT ASSOCIATED THEREWITH MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. LAIKADOG IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS, EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY LAIKADOG.

16. Indemnification

You shall defend, indemnify and hold harmless Laikadog and its affiliates, directors, employees, agents, and Third Party Providers (collectively, the "Indemnified Parties") against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by Indemnified Parties in connection with a claim by a third party related to you or your use of the Site or our Services. The Indemnified Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the written consent of the relevant Indemnified Parties. Laikadog and its affiliates, directors, employees, agents, and Third Party Providers shall have no indemnification obligation or other liability for any claim of infringement arising from (a) use of the Site and/or the Content associated with the Site other than in accordance with these Terms; (b) the combination of the Site and/or Content associated with the Website with any other products, services, or materials; or (c) any third party products, services, or materials.

17. Termination and Account Cancellation

Laikadog may, in its sole discretion and without liability to you, with or without cause, with or without prior notice and at any time: (a) terminate these Terms or your access to our Site, (b) deactivate or cancel your Laikadog Account or registration or similar uses of the Site and (c) may cancel any future booking(s) and all money will be refunded to client's. Laikadog's proprietary rights, disclaimer of warranties, indemnities, limitations of liability and miscellaneous provisions shall survive any such termination. Laikadog may provide notice of termination by regular mail or email. You may cancel your Laikadog Account at any time by sending an email to us. However, you are personally liable for any orders, listings or pending transactions that you place or charges that you incur prior to your termination / cancellation. Please note that if your Laikadog Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Site.

18. Intellectual Property Rights

All materials provided on the Site are protected by copyright and trademark laws. The owner of the copyrights is Laikadog. Except as stated herein, none of the materials may be modified, copied, printed, reproduced, distributed, republished, performed, downloaded, displayed, posted, transmitted and/or otherwise used in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, without the prior express written permission of Laikadog.

19. Copyright Complaints and Copyright Agent

Owners of copyrights or their agents that believe anything posted on this Site infringes upon said copyrights will submit a notice to Laikadog immediately upon discovery, including thereto a description of the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the Site where the material you claim is infringed is located. Include enough information to allow Laikadog to locate the material, and explain why you think an infringement has taken place. Further include your address, telephone number, and e-mail address, as well as a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner or the law. You will also need to send a statement that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

20. Controlling Law and Jurisdiction

These Terms will be interpreted in accordance with the laws of South Africa. You and Laikadog agree to submit to the jurisdiction of a court located in the Western Cape for any actions for which the parties retain the right to seek relief to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, or other intellectual property rights and shall be subject to the exclusive jurisdiction of the courts located in the Western Cape.

21. Dispute Resolution

You and Laikadog agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Site ("Dispute"), will be settled by binding arbitration/mediation first, before relief is sought at court. However each party retains the right to seek relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. Either you or Laikadog may elect to have such Dispute finally and exclusively resolved by binding arbitration/mediation. Any election to

arbitrate/mediate by one party shall be final and binding on the other. The arbitration/mediation may be conducted in person, through the submission of documents, by phone or online. The independent arbitrator/mediator will make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator/mediator must follow the law of South Africa, and any award may be challenged if the arbitrator/mediator fails to do so. In addition to the exclusions above, you and Laikadog may initiate action in the court to compel arbitration/mediation, to stay proceeding pending arbitration/mediation, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator/mediator. In the event that any one of the parties cannot be contacted within a time period of 14 working days, then the other party may proceed with action through the court. The arbitrator/mediator shall be paid by both parties involved.

22. Severability

If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

23. Miscellaneous

The Terms represent your and Laikadog's entire understanding relating to the use of the Site and any Services Laikadog reserves the right to change these Terms or policies relating to the Site at any time, and from time to time, and such changes will be effective upon being posted herein. You should visit this page from time to time to review the then current Terms because they are binding on you. Your continued use of the Website after any such changes and/or postings shall constitute your consent to such changes.

You may not assign these Terms without the prior written approval of Laikadog. Any purported assignment in violation of this section shall be void. In the event of any litigation of any controversy or dispute arising out of or in connection with these Terms, its interpretation, its performance, or the like, the successful party shall be awarded reasonable attorneys' fees and expenses, court or arbitral forum costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. Any and all rights not expressly granted herein are reserved by Laikadog.