

# Terms of Use

**Effective April 4, 2023**

These Terms of Use("Terms") are a binding legal agreement between you and Lori Mandryk and Nick Mandryk ("The Mandryks", "we", "us" and "our") that govern your visit and use of our property at 21 North Sturgeon Drive (The Property).

We maintain other terms and policies that supplement these Terms like our [Privacy Policy](#), [Community Guidelines](#), and our [Inclusion Policy](#).

If you are a Guest, you are responsible for understanding and complying with all laws, rules, regulations, and contracts that apply to your use of our property.

## **1. Acceptance of Terms.**

These Terms of Service (the "Terms") are a binding legal agreement between you and The Mandryks. The Terms govern all use of the mobile website, any application, or any other access point we make available to you. You must be at least 18 years old to access and use the Platform and our property. By registering or making a booking, or by accessing and using the Platform without a registered account, you accept these terms, our Privacy Policy and our Community Guidelines, and all other provided policies which supplement these Terms. If you do not agree with these terms, you should not accept them, which gives you no right to use the Platform or our Property.

By agreeing to these terms, you understand and accept that changes may be periodically made to the Terms of Use. Your continued use of the Platform and Property constitutes your acceptance to be bound by the modified terms.

## **2. Release and Waiver.**

We hereby expressly disclaim, and you hereby expressly release The Mandryks from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss, harm and/or damages arising from and/or in any way related to your interactions or dealings with other users and the acts and/or omissions of Hosts and Guests, whether online or offline. You acknowledge and agree that YOUR USE AND/OR PROVISION OF OUR PROPERTY IS AT YOUR SOLE AND EXCLUSIVE RISK.

## **3. Rules Regarding Usage.**

The Property may not be used for:

- Unattended dogs
- Dogs that have been declared dangerous by a court or animal control
- Dogs that have previously bitten a person or animal

- Animals that are not dogs
- Minors who are booking for themselves; minors are only welcome when a parent or guardian books on their behalf and the minor is part and parcel to the parent's consent and acceptance of risk
- Anybody under the influence of drugs or alcohol, including marijuana
- Dogs that are sick
- Dogs that are not on flea medication or parasite medication
- Dogs that are pregnant

#### **4. Bookings.**

When we provide Bookings, our responsibility is limited to facilitating the availability of The Property; you understand that we may cancel bookings at any time without cause. We provide the Property solely for the use of friends and family and as such there is no charge for using the Property. We are not operating a business.

#### **5. Damage to Property.**

As a Guest, you are responsible for leaving the property in the condition it was in when you arrived. You acknowledge and agree that, as a Guest, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of your pet or other individuals you invite, or otherwise provide access to the Property. You agree that we are authorized to collect from you all costs associated with restoring the Property should you, your pets or guests cause any damage to the Property.

#### **6. Suspension and Termination.**

We have no obligation to continue allowing guests that break rules to continue using the Property. If a guest's conduct violates these Terms, or for any other reason we deem proper, we reserve the right to suspend or terminate the guests access to the Property.

#### **7. Registration; Account Security.**

If an online bookings platform is used you will be required to submit a username and email address additionally you may be required to setup a user profile. You agree that the information that you provide is accurate and honest. In addition, should a profile be required, you agree only to create a profile for your own identity, as well as only maintain one single profile. You are responsible for your own single profile, and you must ensure that you are the only one authorized to use the service and maintain the account. You are responsible for all activity on your account. If a bookings platform is used, you agree to notify us of any unauthorized use of your account.

#### **8. Content.**

- License.** You authorize us to communicate with you via email or phone number. Except for the limitations on our use and disclosure of personal information described in our "Privacy Policy", you grant us an irrevocable, perpetual, non-exclusive, fully paid

worldwide license to use, copy, perform, publicly display, reproduce, adapt, modify, transmit, broadcast, prepare derivative works of, and/or distribute Your Content in connection with providing and/or promoting the Platform/website, and to sublicense these rights to third parties.

- b. **Release.** If your name, voice, image, persona, likeness, or performance is included in any of Your Content, you waive, and release us and our users from, any claim or cause of action, whether known or unknown, for defamation, copyright infringement, invasion of the rights of privacy, publicity, or personality, or any similar claim arising out of the use of Your Content.
- c. **Your Representations and Warranties about Your Content.** You represent and warrant that (1) you are the owner or licensor of Your Content, and that you have all rights, consents and permissions necessary to grant the license and make the release with respect to Your Content, (2) that you have any necessary consents and releases from guests and pets of people who appear in Your Content; and (3) Your Content does not violate the law or these Terms.
- d. **Right to Remove or Screen Your Content.** We reserve the right to monitor, screen, edit and/or remove Your Content on the Platform. Our enforcement of these Terms with respect to Your Content is at our discretion, and failure to enforce the Terms in one instance does not create a waiver of your right to enforce them in another instance. We have no obligation to retain or provide you with copies of Your Content, nor will we have any liability to you for any deletion, disclosure, loss or modification to Your Content. It is your sole responsibility to maintain backup copies of Your Content.

## **9. Force Majeure.**

The cancellation policies described herein may not apply in the event of certain emergency situations beyond the control of Hosts and/or Guests that make it impossible or impractical to perform agreed Bookings, such as evacuations resulting from hurricane, wildfire or other natural disaster.

## **10. Indemnity.**

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

## **11. Severability.**

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

## **12. Binding Agreement.**

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 The Mandryks from offering 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, this Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

# **Privacy Policy**

Last Updated: April 4, 2023

This Privacy Statement explains how information about you is collected, used and disclosed by Lori and Nick Mandryk ("The Mandryks", "we" or "us"). This Privacy Statement applies to information we collect when you use our websites, mobile applications and other online products and services (collectively, the "Services") or when you otherwise interact with us. This Privacy Statement does not apply to websites, applications, or services that display or link to different privacy statements.

We may change this Privacy Statement from time to time. If we make changes, we will notify you by revising the date at the top of the Privacy Statement. If we make material changes to this statement, we will provide you with notice or obtain consent regarding such changes as may be required by applicable law. We encourage you to review the Privacy Statement whenever you access the Services or otherwise interact with us to stay informed about our information practices and the ways you can help protect your privacy. Capitalized terms used but not defined in this Privacy Statement have the meanings given to them in the Terms of Service applicable to your location.

Collection of Information

Information we collect depends on how you interact with us, the Services you use, and the choices you make. We collect and process information about you with your consent and/or as necessary to provide the products and services you use, meet our contractual and legal obligations, protect the security of our systems and our customers, or fulfil other legitimate interests.

We collect information about you in various ways when you use our Services, including information you provide directly, information collected automatically, and third-party data sources.

#### Information You Provide to Us

We collect information you provide directly to us. For example, we collect information when you create an account, post or reserve a listing, write a review, communicate with other users through our Services or participate in any other interactive features of the Services. We also collect information when you participate in a contest, promotion or survey, apply for a job, communicate with us via third party social media sites, request guest support, or otherwise communicate with us. The types of information we may collect include basic user information (such as your name, email address, postal address, phone number, photos, gender, and date of birth); pet information (such as breed, age, photos, veterinarian, and immunization status); and any other information you choose to provide (including the content of any communications you send and receive through the Services).

In some cases, we may also collect information you provide about others, such as when you send an email to one of your personal contacts using our Services. In such case, we will use this information solely to fulfill your request, and not to otherwise send promotional communications to those contacts.

When you are asked to provide information, you may decline. But if you choose not to provide information that is necessary for certain products or features, those products or features may not be available or function correctly.

**Information We Collect Automatically When You Use the Services** When you access or use our Services, we automatically collect information about you, including:

**Log Information:** We collect log information about your use of the Services, including the type of browser you use, access times, pages viewed, your IP address and the page you visited before navigating to our Services.

**Device Information:** We collect information about the computer or mobile device you use to access our Services, including the hardware model, operating system and version, unique device identifiers and mobile network information

**Location Information:** We may collect information about the location of your device each time you access or use certain features of our mobile applications or otherwise consent to the collection of this information. For more details, please see "Your Choices" below.

**Information Collected by Cookies and Other Tracking Technologies:** We use various technologies to operate our Services and collect information, including cookies and web beacons (collectively, "Cookies"). Most browsers are set to accept cookies. To learn more about how we use Cookies and how to manage your preferences, please read our Cookie Policy.

#### Information We Collect from Other Sources

We may also obtain information from other sources and combine that with information we collect through our Services. For example, we may collect information about you from third parties, including but not limited to mailing list providers, partners with whom we offer co-branded services or engage in joint marketing activities, agencies that conduct background checks and publicly available sources. Additionally, if you create or log into your account through a social media site, we will have access to certain information from that site, such as your name, account information and friends lists, in accordance with the authorization procedures determined by such social media site.

#### Use of Information

We may use information about you for various purposes as described in this Privacy Statement or disclosed to you in connection with our Services, including to:

- Provide, maintain and improve our Services;
- Facilitate and process transactions and send you related information, including booking and payment confirmations and tax documentation (where required);
- Enable communications between you and other users of the Services;
- Send you technical notices, updates, security alerts and support and administrative messages;
- Respond to your comments, questions and requests and provide customer service;
- Enable the mediation of disputes between users of the Services;
- Communicate with you about products, services, offers, promotions, rewards, and events offered by Us and others, and provide news and information we think will be of interest to you;
- Monitor and analyze trends, usage and activities in connection with our Services;
- Detect, investigate and prevent fraudulent transactions and other illegal activities and protect the rights and property of The Mandryks and others;
- Personalize and improve the Services and provide advertisements, content or features that match user profiles or interests;
- Facilitate contests, sweepstakes and promotions and process and deliver entries and rewards;
- Link or combine with information we get from others to help understand your needs and provide you with better service; and
- Carry out any other purpose described to you at the time the information is collected.

#### Sharing of Information

We may share with third parties information about you, including your personal data and communications, as follows or as otherwise described in this Privacy Statement:

When you make or accept a booking, certain information is shared between you, The Guest and Us, The Mandryks, including names, pet information and any other information you choose to share through the Services;

When you sign up for and participate in the interactive areas of our Services (such as when you create a user profile or write a review), certain information about you may be displayed publicly,

such as your name, photo, and location;

With vendors, consultants and other service providers who need access to such information to carry out work on our behalf;

In response to a request for information if we believe disclosure is in accordance with, or required by, any applicable law, regulation or legal process;

If we believe your actions are inconsistent with our user agreements or policies, or to protect the rights, property or safety of The Mandryks our employees, our users (including their pets), or the public;

In connection with, or during negotiations of, any merger, sale of company assets, financing, acquisition, divestiture, bankruptcy, dissolution, or other transaction or proceeding involving sale, transfer or divestiture of all or a portion of our business or assets to another company;

Between and among The Mandryks and our current and future parents, affiliates, subsidiaries and other companies under common control and ownership; and

With your consent or at your direction.

We may also share aggregated or de-identified information.

### Social Sharing Features

The Services may offer social sharing features and other integrated tools (such as the Facebook "Like" button), which let you share actions you take on our Services with other media, and vice versa. Your use of such features enables the sharing of information with your friends or the public, depending on the settings you establish with the entity that provides the social sharing feature. For more information about the purpose and scope of information collection and processing in connection with social sharing features, please visit the privacy policies of the entities that provide these features.

### Advertising and Analytics Services Provided by Others

We may allow others to provide analytics services and/or serve advertisements on our behalf across the Internet. These entities may use Cookies to collect information about your use of our websites and third-party websites. To learn more about how these third parties use Cookies and how to manage your preferences, please read our Cookie Policy. Note that if you opt-out of third-party advertising Cookies, you will still see online ads, but they will not be personalized.

### Security

The Mandryks take no responsibility for the security of information about you. All reasonable measures designed to help protect information about you from loss, theft, misuse and unauthorized access, use, disclosure, alteration and destruction are the responsibility of the third party services we may use.

### Transfer and Location of Information

The information we collect may be stored and processed in your region, in Canada, or in any other country where we or our affiliates, subsidiaries, or service providers maintain facilities.

The processing locations are chosen in order to operate efficiently, to improve performance, and to create redundancies in order to protect information in the event of an outage or other problem.

We take steps designed to ensure that the information we collect under this statement is processed according to the provisions of this statement and applicable law wherever the information is located.

### Retention of Information

We retain information for as long as necessary to provide the products and fulfill the transactions you have requested, or for other essential purposes such as complying with our legal obligations, resolving disputes, and enforcing our agreements. Because these needs can vary for different information types in the context of different products, actual retention periods can vary significantly based on criteria such as user expectations or consent, the sensitivity of the information, the availability of automated controls that enable users to delete information, and our legal or contractual obligations.

### Your Choices

#### Account Information

You may request to update, correct or delete information about you at any time by logging into your online account. If you cannot do so from your account, you may email us at **HanginAtBears@gmail.com**. We may decline requests that are unreasonable, excessive, prohibited by law, could adversely affect the privacy or other rights of another person, where we are unable to authenticate you as the person to whom the information relates, or are not required to be honored by applicable law. We may also retain cached or archived copies of information about you for a certain period of time.

#### Location Information

When you first install or launch any of our mobile applications that collect location information, you will be asked to consent to the application's collection of this information. We require location information to use certain features of our Services, so if you do not consent to this collection, you cannot use those features. If you initially consent to our collection of location information, you can subsequently stop the collection of this information at any time by changing the preferences on your mobile device. If you do so, certain features of our mobile applications will no longer function. You may also stop our collection of location information by following the standard uninstall process to remove all of our mobile applications from your device.

#### Emails

You may choose whether you wish to receive marketing emails from Us by clicking "Unsubscribe" in those emails. If you opt out of receiving marketing emails, we may still send you Service-related emails, such as those about your account or our ongoing business relations, and surveys or other informational communications that may have their own unsubscribe method.

#### Mobile Push Notifications/Alerts

With your consent, we may send push notifications or alerts to your mobile device. You can deactivate these messages at any time by changing the notification settings on your mobile device. If you are a Host, however, certain features may require that you accept mobile app push notifications or alerts. If you do not want to receive these push notifications or alerts, then, in addition to adjusting the notifications in your mobile device, you must withdraw from providing such services or using such features.

### Text Messages

As permitted by applicable law, we may send marketing and/or service-related text messages to your mobile device. You may opt out of receiving some or all of these messages by updating your "Notifications" preferences.

### European Data Protection Rights

If the processing of information about you is subject to European Union data protection law, you have certain rights with respect to that information:

You can request access to, and rectification or erasure of, information;

If any automated processing of information is based on your consent or a contract with you, you have a right to transfer or receive a copy of your information in a usable and portable format;

If the processing of information is based on your consent, you can withdraw consent at any time for future processing.

## **GUEST WAIVER AND RELEASE**

In order to use our Property you accept this Release and Waiver, which is effective between you, The Guest and Us, The Mandryks as of the date when you first book or use a time, whichever happens first. All terms not defined here have the meaning given them in the Terms of Use and/or documents incorporated in the Terms of Use

You represent that you are 18 years of age or older. If you are bringing a minor as a Guest, you acknowledge and agree that you are solely responsible for the supervision of that minor throughout the duration time at the Property and have read this Release and Waiver and agree to it on the minor's behalf. If you are booking a spot on behalf of other Guests, you will ensure, and you represent and warrant, that each Guest on whose behalf you book has read and agreed to this Release and Waiver, which shall apply to each of them as if the reference to "you" was a reference to him/her/they.

### **Assumption of Risks**

You understand and acknowledge that using the Property may be hazardous and may carry the risk of injury or illness, including sickness, physical injury, property damage, disability, permanent paralysis, and death, to you, your guests or your pets.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU KNOWINGLY, VOLUNTARILY AND FREELY ASSUME ALL RISKS, BOTH KNOWN

AND UNKNOWN, OF USING THE PROPERTY, EVEN IF THOSE RISKS ARISE FROM THE NEGLIGENCE OR CARELESSNESS OF THE HOST OR OTHERS, OR DEFECTS IN THE EQUIPMENT, PREMISES, OR FACILITIES AT THE PROPERTY, OR OTHERWISE, AND YOU ASSUME FULL RESPONSIBILITY FOR USE OF THE PROPERTY.

### **Release and Waiver**

You acknowledge and agree that:

You have reasonably assessed the risks involved in using the Property and have made an informed and voluntary choice to participate.

You alone, and not The Mandryks, are responsible for determining your fitness and your pet's fitness for using the Property and your ability to fully understand any directions or warnings presented.

You will not use the Property when you are aware or should reasonably be aware of any factors that may limit or prevent you from safely using the Property.

You will act reasonably and responsibly and will comply with any provided and customary conditions, directions, and/or precautions for using the Property. If you notice any hazard at the Property, you will stop using the Property immediately.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU RELEASE AND PROMISE NOT TO SUE THE MANDRYKS FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES (WHETHER ECONOMIC OR NON-ECONOMIC), DAMAGES, EXPENSES, COSTS OR LIABILITY OF ANY NATURE WHATSOEVER ARISING FROM OR IN CONNECTION WITH YOUR USE OF A THE PROPERTY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY.

You intend this Release and Waiver to be a complete and unconditional release of all liability to the greatest extent allowed by law. You agree that if any portion of this Waiver and Release is held to be invalid, the balance notwithstanding shall continue in full force and effect.