

## INSTAWALKIN TERMS OF SERVICE

(“**InstaWalkin**”, “**We**”, “**Us**”) owns and operates the InstaWalkin website, available at <https://instawalkin.com/> (the “**Website**”) which We use to make available the InstaWalkin platform and mobile applications (collectively, the “**Platform**”) and related services as described below.

PLEASE READ THESE TERMS OF SERVICE (“**TERMS**”) CAREFULLY BEFORE USING THE INSTAWALKIN WEBSITE, PLATFORM OR SERVICES. BY ACCESSING THE INSTAWALKIN WEBSITE, PLATFORM OR SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE, AS WELL AS THE INSTAWALKIN PRIVACY POLICY. IF YOU DO NOT AGREE WITH ANY OF THE TERMS, YOU CAN NOT USE THE WEBSITE, PLATFORM OR SERVICES.

### 1. INSTAWALKIN PLATFORM

**1.1 Services.** The InstaWalkin Platform offers services for local service providers and business owners (“**Owners**”) to advertise their available services appointments and enable individual users (“**Users**”) to browse service listings and available appointments posted by Owners and book appointments (collectively, the “**Services**”). Users may use the Platform to pre-book appointments with Owners (“**Pre-Booked Appointments**”) or find and reserve last-minute walk-in appointments (“**Walk-In Appointments**”).

**1.2 Terms of Service.** These Terms of Service (the “**Terms**”) apply to all visitors and users of the Website, Platform and Services. InstaWalkin may modify these Terms at any time in our sole discretion. If you continue to use the Website, Platform or Services after we have amended these Terms, you are agreeing to the amended Terms.

**1.3 Appointments.** By using the searching tool for Walk-In Appointments, User agrees to be matched with an Owner that meets the search criteria.

### 2. REGISTRATION AND ACCOUNTS

**2.1 Registration.** In order to use the Services, you must register for an account or provide booking data each time you request to book available facilities. You agree to (a) provide accurate, current, and complete information as may be prompted by any registration forms (“**Registration Data**”); (b) maintain the security of your password; and (c) maintain and promptly update Your Registration Data as necessary to ensure it is up to date.

**2.2 Owners.** To list your business and advertise your services, you must register for an account by subscribing to the Services as an Owner (your “**Owner Account**”). To subscribe, you must provide your business contact information and a description of your services. Following the initial subscription, Owners must also provide details about their available appointments.

**2.3 Users.** As an individual User, you may register for an account to browse local business listings and make appointments for services (your “**User Account**”). To subscribe, you must provide your name, email address, phone number, and credit card information, which information will be collected in accordance with our Privacy Policy.

**2.4 Eligibility.** You must be the age of majority in your jurisdiction to use the Services. If you are using the Services on behalf of a company, you must have the authority to bind the company. By using the Website, Platform, or Services on behalf of any entity, you hereby represent and warrant that the individual accepting these Terms is duly authorized to accept the Terms on such entity's behalf and such entity has the full power to enter into these terms and perform its obligations hereunder. InstaWalkin reserves the right to amend its eligibility criteria at any time.

**2.5 Personal Information.** When registering with InstaWalkin, you may be asked to provide certain personal information. This information will be collected, used and disclosed in accordance with our Privacy Policy available at <https://instawalkin.com/privacy-policy> . If you are an Owner, information that you choose to make available on the Platform will be published on our Website to facilitate advertising of your services.

### **3. DISCLAIMERS**

**3.1 Information Provided.** This Platform is provided by InstaWalkin for purposes of connecting Owners and Users only. InstaWalkin does not warrant any services offered by Owners. INSTAWALKIN WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER RESULTING FROM USE OF THE SERVICES OR ANY DAMAGES WHATSOEVER RESULTING FROM SERVICES OFFERED BY OWNERS REGISTERED ON THE PLATFORM.

**3.2 Listings.** We have no control over the conduct of our users or the truth or accuracy of the information that Owners post on the Services. We cannot guarantee the true identity of any individual. You are responsible for determining the identity and suitability of any person or entity you may contact by means of the Services. All Owners and Users are independent third parties. We do not endorse any persons who use or register for our Services.

### **4. PAYMENT TERMS**

**4.1 Fees.** InstaWalkin charges Owners a transaction fee for each Walk-In Appointment booked through the Services (“**Service Fees**”).

**4.2 Taxes.** Subscription Fees and any other fees for purchases made through the Platform are subject to applicable taxes which will be determined by InstaWalkin and added to the respective fees. Owners are responsible for calculating and collecting any applicable taxes on the fees charged by Owners to Users in respect of service appointments.

**4.3 Billing.** In order to register for the Services, you may be required to provide valid credit card and billing information (“**Billing Information**”). InstaWalkin uses third-party payment processors (“**Payment Processors**”) to process transactions. You authorize your Billing Information to be provided to the third party Payment Processors. You acknowledge and agree that terms of service of the Payment Processor will govern your agreement and interactions with the Payment Processor and that our Terms and policies do not govern. INSTAWALKIN HAS NO LIABILITY ARISING FROM YOUR USE OF OR ACCESS TO THE PAYMENT PROCESSOR.

**4.4 Payment to Owners.** If a User uses the InstaWalkin Services to pay for service appointment provided by an Owner, InstaWalkin will first bill the User and then remit the payment, less any applicable transaction fees, to Owner.

**4.5 Cancellations and Refunds.** In order to cancel or re-schedule a Pre-Booked appointment, Users must provide a minimum of 48 hours’ notice for cancellation of any Pre-Booked appointment and will receive a credit for the InstaWalkin Platform equal to 100% of the amount paid for the Pre-Booked Appointment. If a cancellation is made for a Pre-Booked appointment more than 24 hours ahead of the appointment, but less than 48 hours ahead of the appointment, the User will receive a credit for the InstaWalkin Platform equal to 50% of the amount paid for the Pre-Booked Appointment. NO REFUND OR CREDIT WILL BE GIVEN FOR ANY APPOINTMENT CANCELLED WITHIN 24 HOURS OF THE SCHEDULED APPOINTMENT, INCLUDING ANY SCHEDULED WALK-IN APPOINTMENTS.

**4.6 Subscription Cancellations.** Owners may cancel their subscriptions at any time, provided that Owners may not cancel their subscription when upcoming appointment bookings are scheduled. If no upcoming bookings are scheduled, Owners may cancel their subscriptions at any time, cancellation becoming effective upon the end of their monthly billing cycle.

## **5. NO CIRCUMVENTION**

**5.1 Non-Circumvention.** Use of the Services to solicit relationships and then exclude InstaWalkin by seeking payment outside of the Platform is not permitted.

**5.2 Notification of Breach.** You agree to notify InstaWalkin immediately if another person improperly contacts you or suggests making or receiving payments outside of the Platform.

## **6. LICENSE; INTELLECTUAL PROPERTY**

**6.1 License.** Subject to your compliance with these Terms and your payment of any fees owed hereunder, InstaWalkin grants you a non-transferable, non-exclusive, license to (a) access and use the Website and the Services, and (b) download, install and use one copy of the InstaWalkin mobile app, if available, on a mobile device that you own or control for your use (the “**License**”). The Platform is licensed to you and not sold. Except as explicitly provided

herein, nothing in the Terms gives you a right to use the InstaWalkin or InstaWalkin names, trademarks, logos or other distinctive brand features without our prior written consent.

**6.2 Reservation of Rights.** The Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and music (the “**InstaWalkin Content**”), and all intellectual property rights related thereto, are the exclusive property of InstaWalkin and its licensors. Use of the InstaWalkin Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

**6.3 Feedback.** You may choose to or we may invite you to submit comments or ideas about the Website, App, and Services, including but not limited to, about how to improve the Services or our products (“**Feedback**”). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place InstaWalkin under any fiduciary or other obligation, and that we are free to use the Feedback without any compensation to you, and free to disclose the Feedback on a non-confidential basis or on any other basis, to anyone

**6.4 User Content.** InstaWalkin does not claim ownership of the data, materials and/or content created, uploaded or otherwise transmitted by you through use of the Website, Platform or Service, including but not limited to photos, descriptions of services, and other data (“**User Content**”). However, by using the Website, Platform and/or Services, you grant InstaWalkin a worldwide, royalty-free, non-exclusive license to collect, use, reproduce, store, display and sublicense such User Content for the purpose of operating the Website, Platform and Services.

## 7. RESTRICTIONS

InstaWalkin may impose certain limitations on the use of the Website, Platform or Services, including, but not limited to restricting the number of accounts for which you may register, and/or imposing charges for certain features of the Services. You agree to use the Website and the Services only for purposes as permitted by these Terms. InstaWalkin reserves the right to modify or impose any limitations on the use of the Website, Platform and the Services at any time, with or without notice to you. We also reserve the right at all times to terminate any use of the Services at any time without any liability whatsoever. In using the Website and/or the Services you shall not:

(a) intentionally or unintentionally violate any of these Terms, or any local, state, provincial, national or international law or regulation, including without limitation using the capabilities of the Services to transmit any unlawful content, to harass or intimidate others, to spam third parties or to impersonate anyone;

(b) license, sell, rent, lease, transfer, assign or otherwise commercially exploit the Website, Platform or the Services;

(c) upload, post, email, transmit or otherwise make available any material that:

- is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable;
- you do not have a right to make available under any law or under a contractual relationship;
- infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy rights);
- is or contains unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Website or that of any Users or viewers of the Website or that compromises any individual's privacy; or
- contains any falsehoods or misrepresentations or create an impression that you know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;

(d) or modify, translate, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Website, Platform or any software provided by us;

(e) use our Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;

(f) "stalk" or harass any other User of our Services or collect or store any information about any other User other than for purposes of transacting with one another;

(g) register for more than one User account or register for a User account on behalf of an individual other than yourself;

(h) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;

(i) use automated scripts to collect information or otherwise interact with the Services or the Website; or

(j) advocate, encourage, or assist any third party in doing any of the foregoing.

## **8. INDEMNITY**

You agree to defend, indemnify and hold InstaWalkin, its affiliates, subsidiaries, directors, officers, employees, agents, partners and licensors harmless from any claim or demand, including reasonable legal fees, made by a third party, relating to or arising from: (a) any content you create, submit, post, transmit, or otherwise make available through the Website, Platform or Services; (b) your use of the Website, Platform or Services; (c) any dealings between you and any persons whom you send or otherwise transmit links or any content to using the Service, including without limitation claims relating to misrepresentation; (d) any violation by you of these Terms; (e) your violation of any rights of another; or (f) your violation of any contract you enter into with another User of the Service. This obligation shall survive the termination or expiration of these Terms and/or your use of the Services.

## **9. TERM; TERMINATION**

**9.1 Termination by InstaWalkin.** InstaWalkin may, at any time and for any reason or no reason, without prior notice, immediately suspend all or a portion of your Account and/or access to the Website, Platform or Services. Cause for such termination shall include, but not be limited to: (a) violations of the Terms or any other policies or guidelines that are referenced herein and/or posted on the Website, Platform or through the Services; (b) discontinuance or material modification to the Services or any part thereof; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Website, Platform or the Services to you is or may become unlawful; (e) unexpected technical or security issues or problems; or (f) your participation in fraudulent or illegal activities. Any such termination or suspension shall be made by InstaWalkin in its sole discretion, and InstaWalkin will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Services.

## **10. THIRD-PARTY CONTENT**

**10.1 Advertisements.** You acknowledge and agree that the Website may contain advertisements from both Service Providers and from other third parties. If you elect to have any business dealings with anyone whose products or services may be advertised on the Website, you acknowledge and agree that such dealings are solely between you and such third party and you further acknowledge and agree that InstaWalkin shall not have any responsibility or liability for any losses or damages that you may incur as a result of any such dealings.

**10.2 Links.** The Website and Platform may contain links to other websites that are not owned or controlled by InstaWalkin. In no event shall any reference to any third party,

advertisement, third-party product or service be construed as an approval or endorsement by InstaWalkin of that third party, third-party product or service. InstaWalkin is not responsible for the content of any linked websites. Any third-party websites or services accessed from the Website or Platform are subject to the terms and conditions of those websites and or services and you are responsible for determining those terms and conditions and complying with them. The presence on the Website or Platform of a link to any other website(s) or any advertisements does not imply that InstaWalkin endorses or accepts any responsibility for the content or use of such websites, and you hereby release InstaWalkin from all liability and/damages that may arise from your use of such websites or receipt of services from any such websites.

## **11. DISCLAIMER OF WARRANTIES AND CONDITIONS**

THE WEBSITE, SERVICES AND PLATFORM ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. INSTAWALKIN SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND RELATING TO THE WEBSITE, PLATFORM AND THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR MERCHANTABILITY QUALITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

ANY MATERIAL TRANSMITTED, STORED, ACCESSED OR OTHERWISE MAINTAINED THROUGH THE USE OF THE SERVICES IS DONE SO AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OR CORRUPTION OF DATA THAT RESULTS FROM ANY SUCH USE OF THE WEBSITE, PLATFORM OR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM INSTAWALKIN OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THESE TERMS.

## **12. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL INSTAWALKIN BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES THAT RESULT FROM (A) YOUR USE OF OR YOUR INABILITY TO USE THE WEBSITE, PLATFORM OR THE SERVICES, (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION OR SERVICES, (C) ERRORS, MISTAKES, OR INACCURACIES IN ANY INFORMATION AVAILABLE ON THE WEBSITE OR PLATFORM, (D) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES, ANY BUGS, VIRUSES OR OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE WEBSITE, OR (E) ANY DEALINGS OR TRANSACTIONS BETWEEN YOU AND ANY PERSONS OR USERS WHOM YOU SEND OR TRANSMIT ANY CONTENT TO USING THE SERVICES, INCLUDING WITHOUT LIMITATION ANY PRODUCTS OR SERVICES OFFERED BY YOU TO SUCH PERSONS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, INSTAWALKIN'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIVE HUNDRED CANADIAN DOLLARS (\$500) OR (B) AMOUNTS YOU'VE PAID INSTAWALKIN IN THE 6 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM (IF ANY). THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AS SUCH, TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE SPECIFICALLY PROHIBITED BY LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

### **13. GOVERNING LAW; JURISDICTION**

This Agreement shall be governed by the laws in effect in the Province of Saskatchewan, Canada. No choice of laws rules of any jurisdiction shall apply to this Agreement. The courts of the Province of Saskatchewan shall have jurisdiction over any legal action or proceeding arising out of or relating to these Terms, the Website, Platform or the Services and you consent to the jurisdiction of such courts for any such action or proceeding. You waive all rights that you may have or that may hereafter arise to contest such jurisdiction of such courts. The parties waive any right to a jury trial with respect to any action brought in connection herewith. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded.

### **14. ENTIRE AGREEMENT**

These Terms, together with the Privacy Policy, constitute the entire agreement governing use of the Website, Platform and the Services and all related activities. We reserve the right to modify or change the Website, Platform and the Services at any time without notice or liability to you. If any part of these Terms is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions. Our failure to exercise or enforce any right or provision under these Terms shall not constitute a waiver of such right or provision. You may not assign any part of these Terms or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without our prior written consent. InstaWalkin may assign these Terms for any reason without notice to you.

### **15. ENGLISH LANGUAGE**

It is the express wish of the parties that this agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.



## 16. CONTACT US

If you have any questions about these Terms or if you wish to receive any additional information, provide feedback or raise any concerns in relation to the Website, Platform or the Services, please contact us at: [team@instawalkin.com](mailto:team@instawalkin.com).

Last Modified July 24<sup>th</sup> 2018