



## Boundr Terms and Conditions

**Please read these Terms and Conditions carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Boundr Platform, you agree to comply with and be bound by these Terms and Conditions.**

**Please see Schedule 1 for for Definitions and Interpretations.**

1. General Terms
  - 1.1. This Agreement is made between Boundr Ltd ("We", "Boundr") who operate the site and the User ("You").
  - 1.2. The User in this agreement is someone who uses or views the Site ("boundr.co.uk") or our App.
  - 1.3. By entering into this Agreement you agree to these Terms and Conditions.
  - 1.4. By entering into this Agreement you also agree to our Privacy Policy and Cancellation Policy.
  - 1.5. We reserve the right to amend these Terms and Conditions from time to time without providing advance notice to you. If there are changes made to the Terms and Conditions we will endeavour to inform you. Any changes will be posted here, and will apply from the time of posting.
2. Your responsibilities as a User of boundr.co.uk
  - 2.1. You agree that these terms are fair and reasonable in all circumstances. However, if any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
  - 2.2. We may suspend or close your account at any time if you are in breach of any term of this Agreement or any term of a Boundr Booking Agreement. We may also suspend or close your account if you do anything to put our goodwill or reputation at risk. If we suspend or close your account you will not be able to use our Services any longer and may not be able to access all areas of the Website and the App.
  - 2.3. To register or make a booking we will require that You provide us with adequate information, including but not limited to; full name and a valid email address. We may also require additional information from time to time. Please note that any personal information that you provide to us will be subject to the Boundr Privacy Policy ("Privacy Policy"). The Privacy Policy forms part of this Agreement.
  - 2.4. We will not be held responsible if you fail to provide contact information or you do not receive a booking confirmation or other information from us that may be expecting. If you become aware that you have supplied invalid contact

information, please contact us immediately to correct the information we hold about you.

- 2.5. In order for you to use the Boundr Platform to make a booking, you agree to personal information being passed on to the relevant Field Owner(s) for the purpose of fulfilling a booking or resolving an issue with a booking.
- 2.6. Some email providers can screen email communications from Boundr and therefore force emails including Booking confirmations into your junk or promotions folder, or any other folder that may not be your inbox. We will not be held responsible for emails that do not end up in your Inbox.

### 3. Limitation of Liability

- 3.1. We will not be liable for any lost profits, loss of data, or costs of procurement of substitute goods or services or for any claim or demand against you by any other party. In no event will We be liable for any consequential, special, indirect, or exemplary damages whatsoever arising out of:
  - 3.1.1. errors, mistakes, or inaccuracies on the Website or the App or related services.
  - 3.1.2. personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website and the App or Services or any Booking to the fullest extent permissible by law;
  - 3.1.3. any unauthorised access to or use of our secure servers and/or any and all personal, institutional, technical or other information stored therein;
  - 3.1.4. any interruption or cessation of transmission to or from the Website and the App; or
  - 3.1.5. any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Website by any third party, or for any loss or damage of any kind incurred as a result of your use of the Website or Services, however caused and under any theory of liability (including negligence), even if advised of the possibility of such damages.
- 3.2. You acknowledge that the amounts payable under this Agreement are based in part on these limitations; and
- 3.3. You further agree that these limitations will apply notwithstanding any failure of essential purpose of any limited remedy. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.
- 3.4. No claim may be brought against us in relation to this Agreement more than 1 month following the Booking to which the claim relates.
- 3.5. We will not be liable to you in the event of a claim by a Field User or Field Owner against you and, for the avoidance of doubt, we shall not be required to return any money received by us under this Agreement to either you or the Field User or Field Owner in such circumstances.

- 3.6. We will not be liable to you for any loss or damage, in the event of a claim by a Field User or Field Owner against you and, or your property, or anyone connected to you or your property.
4. Fields
  - 4.1. You agree that the Website and the App is a platform for advertising Fields owned or controlled by Field Owners and we have no responsibility for the Field other than to provide the services under this Agreement which includes administering and confirming Bookings and collecting payment on behalf of the Field Owner.
  - 4.2. Whilst we endeavour to ensure that Fields listed on the Boundr Platform are of a high quality we offer no guarantee as to the Fields suitability for the Users requirements. Similarly, we rely on the Field Owner for details about a Field given on the Website or the App and whilst we use reasonable efforts to verify the accuracy of such information we offer no warranty in relation to these details.
  - 4.3. We guarantee that we will reserve the Field booked via our platform based on the availability information provided to us by the Field Owner via their listing. We do not physically hold the Field and as such will not be held liable for the unavailability of the Field.
  - 4.4. Field Owners must not list their Fields on the Boundr Platform for a higher price than advertised elsewhere, inclusive of our commission.
  - 4.5. A Field User is able to book a Field advertised on the Website and the App instantly. The listing for a Field will indicate the availability, price and location of the Field.
5. Disclaimer
  - 5.1. If you choose to use the Website and the App, you do so at your own risk. You acknowledge and agree that We do not have an obligation to conduct background checks on any Field Owner or Field User, or the Field itself.
  - 5.2. The Website and the App or related services are provided "as is", without warranty of any kind, either express or implied, other than statutory warranties which cannot be excluded.
  - 5.3. We make no warranty that the Website or the App will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality of the Services or the accuracy, timeliness, truthfulness, completeness or reliability of any content obtained through the Website and the App or related services.
  - 5.4. No advice or information, whether oral or written, obtained from Boundr or through the Website or the App or related services will create any warranty not expressly made herein.
  - 5.5. You are solely responsible for all of your communications and interactions with other users of the Website and the App and with other persons with whom you interact as a result of your use of the Boundr platform, including, but not limited to, any Field Owners.

- 5.6. You understand that We do not make any attempt to verify the statements of users of the Website and the App or Services or to review or visit any Fields. We make no representations or warranties as to the conduct of users of the Website and the App or Services or their compatibility with any current or future users of the Website and the App, or Services.
  - 5.7. You agree to take reasonable precautions in all communications and interactions with other users of the Website and the App or Services and with other persons with whom you communicate or interact as a result of your use of the Website and the App, or Services, including, but not limited to, Field Owners, particularly if you meet in person.
  - 5.8. We are not responsible for the location or condition of a Field, its availability or the conduct of the Field Owner during the Booking Period. We act as an agent for the Field Owner and by making a Booking, the Field User is entering an agreement with the Field Owner under which the Field Owner is bound to provide the Field User with access to, and use of, a Field, subject always to this Field Booking Agreement.
  - 5.9. Unless stated otherwise in these Terms, once we have confirmed the Field Users Booking we have no further obligation to the Field User in relation to the Field, the Booking Period or Booking and all responsibility lies with the Field Owner.
  - 5.10. We make great efforts to ensure that our Field Owners offer a good service and provide their Field in accordance with Field Users' expectations but we accept no responsibility and will have no liability if the Field or the services of the Field Owner generally do not meet the requirements of the Field User. The right of action or claim in such circumstances will be against the Field Owner but we may assist (at our discretion) in seeking to resolve a dispute between the Field User and the Field Owner.
  - 5.11. You grant us the right to communicate with you in any channel or method we choose, including but not limited to, email, phone, text message or any social media platform.
  - 5.12. You agree to not attempt to contact a Field Owner or Field User directly until a Booking has been confirmed or until given direction to do so by Boundr.
  - 5.13. You agree that you will not create any false account on the Boundr platform or use your account for any immoral or illegal activity or purpose including (without limit) malicious or fraudulent bookings, fraudulent listings or money laundering.
  - 5.14. We act as the Field Owner's agent for the purposes of forming binding agreements between the Field User and the Field Owner but have no liability to you in relation to the Field or the Booking other than as set out in this agreement. We are not a real estate broker, agent or insurer. We have no control over the conduct of a Field User or Field Owner and disclaim all liability in this regard to the fullest extent permissible by law.
6. Accounts

- 6.1. You agree that you will not create any false account with Boundr or use your account with Boundr for any immoral or illegal activity or purpose including (without limit) malicious or fraudulent bookings or money laundering.
- 6.2. You agree to not accessing content or data not intended for you, or logging onto a server or account that you are not authorised to access or attempting;
  - 6.2.1. To probe, scan, or test the vulnerability of the Services, the Website and the App, or any associated system or network, or to breach security or authentication measures without proper authorisation;
  - 6.2.2. interfering or attempting to interfere with service to any user, host or network, including, without limitation, by means of submitting a virus to the Website and the App or Services, overloading, “flooding,” “spamming,” “mail bombing,” “hacking,” or “crashing;”
  - 6.2.3. using the Website and the App or Services to send unsolicited email, including, without limitation, promotions, or advertisements for products or services;
  - 6.2.4. forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Services; or
  - 6.2.5. attempting to modify, reverse- engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human perceivable form any of the source code used by Boundr in providing the Website and the App or Services.
- 6.3. We may suspend your account at any time should you be in breach of this Agreement. Furthermore, if you have not registered with us, we may suspend your access to the Boundr platform if we believe you to be in breach of this Agreement.
- 6.4. If we suspend your account or access to the Website for any reason, we may refuse to provide you with any Services including the right to make any further Bookings or listings. If you attempt to circumvent this clause by attempting to create a new account, we reserve the right to terminate this Agreement and any existing account you may have.
- 6.5. Upon termination you will no longer be able to use our Services or make Bookings through us. If when we terminate this agreement you have any outstanding Bookings for which you have made pre-payment we may refund you accordingly. Any such refund is at our absolute discretion.
- 6.6. In the event of termination the terms of this Agreement will continue in full force, so far as such terms relate to existing Bookings or the consequences of any previous Booking (including terms relating to fees, disclaimers, liability and damage).
7. Service Agreement
  - 7.1. As a Field Owner you agree to use the Boundr platform as your exclusive agent for the purposes of making and accepting bookings from Field Users. For the purposes of this clause, a “Field User” means any person who:

- 7.1.1. has made a booking of your Field through the Boundr platform; or
- 7.1.2. has made an enquiry about your Field through the Boundr platform (whether or not such person completed a booking);
- 7.2. This term has been removed in v1.3.
- 7.3. Field Owner Obligations
  - 7.3.1. You authorise us to advertise your Field on the Site and the App and provide information to Field Users and prospective Users who may wish to use the Field.
  - 7.3.2. You authorise us to refer to you or your Field at any time in the future to publicise ourselves or our website.
  - 7.3.3. You authorise us to send promotional materials to Field Users and provide such information about your Field as we may deem appropriate to promote Boundr or your Field.
  - 7.3.4. You may be required to complete your own listing for the Site and the App. As the Field Owner you agree to provide all relevant information about your Field including but not limited to:
    - 7.3.4.1. a. the address of the Field;
    - b. any restrictions which may affect the suitability for the Field;
    - 7.3.4.2. any other information or restrictions which apply to the Field which a Field User should be aware of before booking the Field; and
    - 7.3.4.3. your name, address, email and mobile number.
  - 7.3.5. You must provide us with any other information relating to you or the Field as we may reasonably request at any time and we may also ask you to clarify any information you have provided.
  - 7.3.6. You are responsible for the accuracy of all information in your listing and any information you provide to us in relation to a booking. You may be liable to the Field User under this Agreement if the information you provide is inaccurate, incomplete or misleading in any way. Your liability may include any reasonable losses incurred by the Field User as a result of such inaccurate, incomplete or misleading information provided by you and you may be ordered to pay reasonable damages on the basis of misrepresentation, breach of contract or otherwise.
  - 7.3.7. You will provide 30-days notice to Boundr for price changes to be applied on active or upcoming long-term (monthly) bookings or risk an early termination of the booking.
  - 7.3.8. You grant us the right to remove your listing and or account if the Field does not conform to the information you have provided or our standards or we believe you to be in breach of your obligations under the Booking Agreement.
  - 7.3.9. You appoint us as your exclusive agent for the purposes of forming an agreement between you and the Field User to whom you agree to grant a license to use the Field for the time of Booking. You also appoint us to

collect all of your booking charges from the Field User and transfer to you minus any fees or charges as specified to you at the time of your booking confirmation. Should you breach the terms in the Booking Agreement, We may withhold funds at any point during the booking in order to make the Field User whole.

- 7.3.10. You must:
  - 7.3.10.1. ensure before any Booking Period, that the Field is in a satisfactory condition and is able to meet the requirements of the Field User under the Booking Agreement.
  - 7.3.10.2. honour all Booking Agreements with Field Users
- 7.3.11. You are not permitted to use a Field User's personal information other than for the purpose of fulfilling a booking or resolving an issue with a booking.
  - 7.3.11.1. Any Field User's personal information that you hold in relation to 7.3.11 must be destroyed within 3 months after the date of their booking.
- 7.3.12. You are not permitted to sell, distribute or lease any Field User's personal information unless you have their permission or are required by law to do so.

## 8. Termination

- 8.1. Either party may terminate this Agreement by providing 30 days written notice.
- 8.2. In the event that this Agreement is terminated while any fees or charges whatsoever are outstanding to us then you must pay all outstanding fees or charges to us immediately without set-off or deduction.
- 8.3. We will be entitled to terminate this Agreement immediately if:
  - 8.3.1. you are in material breach of any of the terms of this Agreement; or
  - 8.3.2. you do anything to put our goodwill or reputation at risk; or
  - 8.3.3. we have any reason to believe that you are not authorised to grant a license to use the Field;
  - 8.3.4. you cancel a booking other than in accordance with the Cancellation Policy;
  - 8.3.5. you refuse to cooperate with us in respect of this Agreement;
  - 8.3.6. we believe that a Field User's safety is at risk;
  - 8.3.7. the Field User defaults on their rental payment; or
  - 8.3.8. we deem the application for immediate termination from the Field Owner or Field User to be valid and actionable.
- 8.4. In the event of termination the terms of this Agreement will continue in full force, so far as such terms relate to existing bookings or the consequences of any previous booking (including terms relating to fees, disclaimers, liability and damage).

- 8.5. In the event of termination on grounds of non-payment of rent by the Field User, We are entitled to forego 30 days notice and will not be liable to the payment of the required 30 days notice period.
9. Your Liability
- 9.1. You agree to defend, indemnify and hold harmless Boundr, its affiliates, and their respective officers, directors, managers, employees and agents ("Boundr Indemnities") from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to attorney's and accountant's fees) arising from:
- 9.1.1. your actions or omissions in relation to the Boundr Website or App, the Field or the Booking;
  - 9.1.2. your violation of any term of this Agreement; This defence and indemnification obligation will survive this Agreement and your use of the Site and the App.
  - 9.1.3. any claim that any content uploaded by you to the Site or the App caused damage to a third party;
  - 9.1.4. your violation of any third-party right, including without limitation any copyright, property, publicity or privacy right;
  - 9.1.5. any claim that any content uploaded by you to the Website caused damage to a third party;
  - 9.1.6. your violation of any law; or
  - 9.1.7. you hereby agree to waive the application of any law that may limit the efficacy of the foregoing agreement to defend and indemnify Boundr Indemnities.
  - 9.1.8. your breach of this Agreement. This defence and indemnification obligation will survive this Agreement and your use of the Website. You hereby agree to waive the application of any law that may limit the efficacy of the foregoing agreement to defend and indemnify Boundr Indemnities.
10. Booking Agreement
- This Agreement sets out the terms and conditions on which the Field Owner agrees to permit the Field User to use the Field.
- 10.1. This leasing agreement ("Agreement") is between the User ("Field User") who has booked a Field through the Boundr website or app and the owner or operator ("Field Owner") of the field ("Field") which has been booked.
- 10.2. This Agreement and any additional terms included in a Field Owner's listing are a contract between the Field User and the Field Owner. We are not a party to this agreement.
- 10.3. The Booking Process
- 10.3.1. This Agreement becomes binding on the Field User and the Field Owner when the Fields User makes a booking and payment is received by Boundr.



- 10.3.2. Each party acknowledges that the Agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other.
- 10.3.3. You may not incorporate any additional terms into the Booking Agreement other than the restrictions clearly included in your listing. You agree not to propose to the Field User or Field Owner any additional terms or amendments to the Booking Agreement after a booking has been made without our consent. The Field User is not obliged to accept any further terms once we have accepted a booking on your behalf.
- 10.4. Field User Rights and Obligations
- 10.4.1. The User must only use the Field at the times specified in this booking confirmation.
- 10.4.2. If the Field User uses the Field at any earlier or later time, the Field User will be liable to the Field Owner under the Booking Agreement and Field User may be required to provide an additional payment in respect of the Field Owner.

## 11. Events Outside Our Control

No party shall be liable to the other for any delay or non-performance of its obligations under these terms arising from any cause beyond its control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion. For the avoidance of doubt, nothing in this clause 11 shall excuse the Customer from any payment obligations under these terms.

### Schedule 1

As used in these Terms and Conditions, the capitalised expressions will have the following meanings unless the context requires otherwise:

Word	Meaning and interpretation
Site	Boundr.co.uk website
Website	Boundr.co.uk website
App	Website or mobile application that provides access to Boundr Platform
Field	A plot of land for the purpose of exercising or containing dogs.

Field User	As set out in clause 7.1
Field Owner	An individual or entity who owns or controls Field(s)
Boundr Platform	Boundr's technology that allows Field Owners to advertise Fields and rent Fields to Field Users for a period of time through our Website or our App(s).
Privacy Policy	Statement that discloses the ways in which Boundr gathers, uses, discloses, and manages User (as defined in 1.2) data
Cancellation Policy	Statement which defines the terms of cancelling a Booking.
Booking Agreement	An agreement between a Field User and Field Owner under which the Field Owner is bound to provide the Field User with access to, and use of, a Field.
Booking Confirmations	Written confirmation of a Booking Agreement provided to Boundr, Field User(s) and Field Owner(s).
Booking Period	A defined period of time for which a Field is rented to a Field User by a Field Owner.
Booking	The process by which a Field User is entering in to an agreement with the Field Owner under which the Field Owner is bound to provide the Field User with access to, and use of, a Field.
Terms	Terms and Conditions contained within this document.