

“Howly” Terms of Service (Last Updated March 20/2023)

Thank you for using “Howly”.

Please carefully read these Terms of Service. These Terms of Service explain your legal rights and obligations. By using the “Howly” platform, whether as a visitor or a user, you agree to comply and be bound by these Terms of Service (“Terms”). When you list products and services for rent as an “Owner” you agree to comply with the Owners’ Rules, and when you rent products and services from an Owner as a “Renter” you agree to comply to the Renters’ Rules.

These Terms of Service constitute a legally binding agreement between you and “Howly” LLC which provides access to the “Howly” platform which includes the website and any smart device applications and all associated services, collectively referred to hereafter as ““Howly”,” “us,” “our,” “we.”

These terms are an agreement between you and us, and not with Apple. Apple is not responsible for the Application and the content thereof. We grant you the right to use the Application only on an iOS product that you own or control and as permitted by the Usage Rules set forth in Apple’s then-current App Store Media Services Terms and Conditions. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application. Apple is not responsible for the investigation, defence, settlement, and discharge of any third party intellectual property infringement claim. Apple is not responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including but not limited to: (a) product liability claims; (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. In the event of any failure of the Application to conform to any applicable warranty, you may notify Apple, and Apple may refund the purchase price, if applicable, for the Application to you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application.

Apple and Apple's subsidiaries are third party beneficiaries of these terms, and, upon your acceptance, Apple as a third party beneficiary thereof will have the right (and will be deemed to

have accepted the right) to enforce these terms against you.

These terms are an agreement between you and us, and not with Google. Google is not responsible for the Application and the content thereof. Your use of the Application must comply with Google's then-current Google Play Store Terms of Service; Google is only a provider of the Google Play Store where you obtained the Application; Google has no obligation or liability to you with respect to the Application or these terms; and You acknowledge and agree that Google is a third-party beneficiary to these terms as it relates to the Application.

1. Description of “Howly” Services

- a. “Howly” is an online platform that allows registered customers (“Owners”) to list products available for rent from other registered customers (“Renters”).
- b. “Howly” is only an intermediary of any transaction between Owners and Renters for the rental of items and services on the “Howly” platform. When an Owner rents a product or service to a Renter, they are entering into a contract directly with each other, not with “Howly”.
- c. “Howly” cannot be held responsible for, and to the maximum extent permitted by law, excludes liability for, the conduct of uses of “Howly”.
- d. “Howly” will help facilitate dispute resolution. “Howly” cannot guarantee the truth, accuracy, safety, existence or legality of any product or service listed for rent. Identity verification is not an endorsement of an Owner’s products or an endorsement of a Renter. “Howly” does not endorse or guarantee products for rent on the platform. Customers should exercise diligence when renting a product or services on “Howly”.
- e. If the Owner or the Renter do not comply with the Terms of Service, “Howly” has the right to remove listings, and/or cancel any transactions with written notice.
- f. When you, as an Owner, rent an item or provide a service to a Renter, you promise to comply to the Owners’ Rules and Terms of Service, and you acknowledge that you are entering into a direct contract with the Renter and not a contract with “Howly”.

- g. As an Owner you acknowledge that the Renter is not representing or controlled by “Howly”. You agree that “Howly” is not responsible for any liability or loss suffered in relation to any act or omission by the Renter.
- h. As an Owner, you agree to comply with the Owners’ Rules. You are fully liable for any non-compliance with the Owners’ Rules and will be responsible for any compensation for the Borrower in respect to any non-compliance. This includes making sure the product listed for rent matches the description on the platform. You acknowledge that “Howly” is not responsible for (i) your compliance with the Owners’ Rules; (ii) any compensation to the Renter for a breach of your rental agreement in any way; or (iii) any obligation to underwrite your liability you may have for non-compliance.
- i. You as a Renter agree that when you rent an item of service from an Owner on “Howly”, you agree to comply to the Renters’ Rules and Terms of Service, and you acknowledge that you entering into a direct contract with the Renter and not a contract with “Howly”.
- j. As a Renter, you acknowledge that the Owner is not representing or controlled by “Howly”. You agree that “Howly” is not responsible for any liability or loss suffered in relation to any act or omission by the Owner.
- k. As a Renter, you agree to comply with the Renters’ Rules. You are fully liable for any non-compliance with the Renters’ Rules and will be responsible for any compensation to the Owner in respect to any non-compliance. This includes the loss or damage of the product you have rented. You acknowledge that “Howly” is not responsible for (i) your compliance with the Renters’ Rules; (ii) any compensation to the Owner for a breach of your rental agreement in any way; or (iii) any obligation to underwrite your liability you may have for non-compliance.

2. Use of the “Howly” Platform, and Eligibility

As a “Howly” user:

- a. You must provide accurate, current, and complete information during the registration process and keep your “Howly” Account and public profile page information up to date at all times.
- b. As per the prevailing laws, you must be at least 18 years old to enter into the Rental Contract and access the “Howly” Platform and register at “Howly” Account. By accessing “Howly” and to rent any vehicle, motorcycle, or boat, you represent and warrant that you are 18 or older and have the legal capacity to enter into a contract. You also represent and warrant that you have the appropriate license to rent the Vehicle, Motorcycle and Boat.
- c. You may not register more than one (1) “Howly” Account unless we authorise you to do so. You may not assign or otherwise transfer your “Howly” Account to another party.
- d. You agree to keep your login details secure and use a strong unique password. “Howly” will not be responsible for any losses suffered by you as a result of your account being used by someone else, unless this circumstance was caused by our negligence.
- e. As a condition of using the “Howly” Platform you will not breach the Owners’ Rules when acting as an Owner nor breach any of the Terms of Service.
- f. As a condition of using the “Howly” Platform you will not breach the Renters’ Rules when acting as a Renter nor breach any of the Terms of Service.
- g. You agree not to post anything that is obscene, inappropriate or indecent.
- h. You agree not to post anything abusive, threatening or defamatory.
- i. You agree not to post any misleading or false material or use “Howly” to intentionally deceive others.
- j. You agree not to distribute spam, third-party promotions, or chain letters.
- k. You agree not to infringe on the rights of any third party.
- l. You agree not to distribute any technologies, like viruses, that may harm “Howly” or the interests of “Howly” customers.
- m. You agree not to decompile, disassemble, create derivative works or reverse engineer based on the whole or any part of the “Howly” Platform.

- n. You agree not to modify, distribute, or copy any other persons' content without their consent.
- o. You agree not to use any automated or unautomated means (robot, spider, scraper, etc.) to access and/or collect content on the "Howly" platform without the express written permission of "Howly".
- p. You agree not to interfere with the proper working of "Howly", including imposing an unreasonable load on our infrastructure.
- q. You agree not to collect data or information (email, addresses, phone numbers, etc.) about other users without their consent.
- r. You agree not to list and counterfeit items that could otherwise violate copyright, trademark, or other third-party rights.
- s. You agree not to modify, copy, or distribute content or rights from the "Howly" platform or applications of tools from "Howly"'s copyrights and trademarks.
- t. You agree not to republish, download, copy, record, broadcast, transmit, commercially exploit, post, communicate to the public, edit, or distribute in any way web pages, services, or materials on the "Howly" platform or the coding of elements comprising "Howly" for anything other than your own personal use.
- u. You agree not to bypass security measures to prevent or restrict access to "Howly".
- v. You agree to compensate and defend "Howly" against legal proceedings or claims as a result of your breach in these Terms.
- w. You acknowledge that your use of "Howly" grants you a revocable, non-exclusive, non-transferable license to use "Howly" and grants you no rights or any of the intellectual property rights owned by "Howly" other than the right to use "Howly" in accordance to the Terms of Service.
- x. You can choose to stop using "Howly" anytime. To deactivate your account please contact "Howly" at "Howly Platform".

3. Modification of Terms of Service

“Howly” reserves the right to alter these Terms of Service at any time. If we change these Terms, we will post the revised Terms on the “Howly” platform and give customers reasonable notice of the changes to your “Howly” services. If you do not agree to the updated Terms, customers can end their use of “Howly” at any time. Continued use of “Howly” after the new Terms become effective is an agreement of the updated Terms of Service.

4. Posted Content on the “Howly” Service

- a. You agree to be responsible for anything you submit to “Howly” (“Your Content”). You agree to only submit content that you have all the rights for, and you will not infringe on the rights of any third party (including intellectual property rights).
- b. When you post Your Content, you grant us a non-exclusive, perpetual, worldwide, royalty-free, irrevocable, transferable, sub-licensable right to exercise any and all design, copyright, trademark, database and intellectual property rights to that content.
- c. When you post Your Content, you waive your right to the fullest extent permitted by law to be identified as the author of Your Content.

5. Right of “Howly” to Remove from the “Howly” Platform

- a. If you have breached any of these terms or:
 - i. You have engaged in improper or fraudulent activity, or your actions may cause financial loss or legal liability to “Howly” or its customers.
 - ii. You have been undertaking Fee Avoidance.
 - iii. Your products or services listed are inaccurate or incorrect.
 - iv. Your behavior is incongruent with “Howly” or our policies (including, but not limited to, harassment of customers and/or “Howly” employees, and circumventing suspensions)
 - v. If it is required by applicable law to protect the interest of other customers of “Howly”.
- b. “Howly” reserves the right to:
 - i. Immediately remove content from “Howly”.
 - ii. Temporarily or indefinitely prevent you from adding further content to “Howly”.

- iii. Cancel a booking request.
- iv. Cancel a rental offer.
- v. Prohibit you from accessing “Howly”.

6. Fees and Commission

- a. As an Owner, on each booking you agree to pay “Howly” a 0% commission on the rental fee (“Owner Commission”).
- b. As a Renter, on each booking you agree to pay “Howly” a 7% of the Rental Fee (“Renter Commission”), (together “Total Commission”).
- c. For the Renter, when your request to book a product or a service is approved by the Owner, you will be charged the Rental Fee (the “Rental Fee” is the daily rate you have agreed to pay to rent the item or service multiplied by the number of days you have booked the item) plus the Rental Commission.
- d. For the Owner, you will receive the Owner Fee (the “Owner Fee” means the rental fee less the Owner Commission) 24 hours after the scheduled start of the rental.
- e. You acknowledge that you are solely responsible for payment of applicable taxes (if any) owed by you pursuant to your use of “Howly”.
- f. Our fees may change. We will notify you of changes to our fee policy by email, to the address registered to your account in addition to posting the change on the “Howly” platform.
- g. We may have promotions or new services that will result in temporary fee changes. These changes go in effect when we announce the promotion or new event by posting on “Howly”. Additionally, we will send an email to your registered email account.
- h. You agree that when you contact a person through “Howly”, you shall not complete a transaction through any other means than “Howly”. Further, you agree not to engage in any other practice that may lower or avoid the amount of Total Commission that would otherwise have been payable had the transaction been completed using “Howly” (“Fee Avoidance”). In the event you engage in any Fee Avoidance, you shall hold harmless and indemnify “Howly” in respect of any losses suffered by “Howly” as a result of such Fee

Avoidance. Further, we have the right to suspend your account permanently or temporarily.

- i. Payments made through “Howly” are processed through the payment processing platform Stripe. Please read their full terms and conditions here: Stripe. (www.stripe.com).
- j. Payment processing for Owners on “Howly” are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By operating as an Owner on the “Howly” platform you agree to the Stripe Services Agreement. Stripe Terms may be modified by Stripe. You agree to provide “Howly” accurate and complete information about you and your business, as a condition of “Howly” enabling payment processing services through Stripe. You authorise “Howly” to share your information and transaction information related to your use of the payment processing services provided by Stripe.

7. Canceling Transactions or Listings

1. As the Renter, you can cancel a booking request for a product or service without any charge or penalty any time prior to such request being confirmed by the Owner.
2. As the Renter, you can cancel a Confirmed Booking at any time pursuant to the Booking Cancellation Policy agreed to on when the product or service was booked, and “Howly” will refund the amount of the Total Fees due to the Renter in accordance with such cancellation policy. Unless extenuating circumstances exist, any portion of the Owner Fee due to the Owner under the applicable cancellation policy will be remitted to the Owner by “Howly” pursuant to the Payment Terms.
3. Notwithstanding sections 7.1 and 7.2 above as the Renter, if you cancel a Confirmed Booking, you shall not receive a refund for the Total Fees charged to you.
4. As the Owner, you can cancel a booking request for a product or service without any charge or penalty any time prior to confirming the request.
5. As the Owner, you can cancel a Confirmed Booking up to 72 hours before the Rental Period with no penalty.

6. Notwithstanding sections 7.4 and 7.5 above if, as the Owner, you cancel a Confirmed Booking within the 72 hours of the start of the Rental Period, you shall be liable to pay a cancellation charge of 30% of the Rental Fees to “Howly”.
7. If the Owner cancels anytime for any reason, the Renter will be refunded the Total Fees.

8. Review and Ratings

1. After completing a transaction, Owners and Renters can leave a public review (“Review”) and submit a star rating (“Rating”) about each other. Ratings and Reviews are not verified by “Howly” for accuracy and may be incorrect or misleading. Ratings or Reviews reflect the opinions of individual customers and do not reflect the opinion of “Howly”.
2. Ratings and Reviews by Owners and Renters must be accurate and may not contain any offensive or defamatory language.
3. Rating and Reviews will not contain private information, advertising, or spam.
4. Renters and Owners are prohibited from manipulating the Ratings and Reviews system in any manner, such as but not limited to, bribery, extortion, intimidation or instructing a third party to write a positive or negative Review about another “Howly” user.
5. Ratings and Reviews are part of a “Howly” customer’s public profile and may also be surfaced elsewhere on “Howly” listings or bookings, number of cancellations, average response time and other information.
6. Howly has the right to remove reviews that are offensive or inappropriate.

9. General Liability

1. Nothing in these Terms shall limit your liability for fraudulent misrepresentation, or for personal injury or death as a result of your negligence.

2. As the Renter, when you book a product for rent you agree to have sufficient funds available to you to replace the product if you damage or lose the product, unless you select the Howly protection plan prior to booking the rental product on our platform.
3. As the Renter, you assume all personal liability of the rental. We recommend that you ensure the products are in proper working condition.
4. As the Owner, when you list a product or service for rent on “Howly”, you must give a complete and accurate description of the product or service and details of its condition, including what is included with the product.
5. If you, the Renter, return a rented product after the “Return Deadline” (as defined in Renter’s Rules), we reserve the right to charge you up to twice the Total fees for each additional day that product is returned past the Return Deadline. We reserve the right to take this money from your account without seeking permission from you.
6. If you, the Renter, do not return the item within 7 days of the return deadline, or if we reasonably believe you have caused damage to the product you rented, we reserve the right to take money up to the Estimated Value of the product from your account without seeking further permission from you.
7. If you refuse to pay for any damage caused, or refuse to pay any amount owed to “Howly” or a “Howly” customer within the timeframe given to you by “Howly”, we reserve the right to use the services of debt collectors to pursue what is owed on your behalf. You agree that the cost of the debt collectors’ services will be added to your debt that they are collecting from you.

10. “Howly Protection Plan”

1. Howly offers you a Howly Protection Plan as an option to cover the cost of the rental product but this protection plan does not cover personal liability. If you rent a vehicle, boat, motorcycle or RV you are bound by law to have car sharing insurance to cover any liability.

2. Note: there is no insurance for personal liability, that is the responsibility of the renter.
3. Nothing in these Terms shall limit liability of “Howly” for fraudulent misrepresentation, or for personal injury or death as a result of the negligence of “Howly”, its agents or employees.
4. You have certain legal rights under the law. You have legal options if we breach these Terms. These Terms are not intended to affect the legal rights to which you are entitled. For more information, contact a legal professional.
5. “Howly” acts as an intermediary to facilitate two parties to enter into a transaction through the “Howly” service. “Howly” accepts no liability for the actions of either party (the Owner or Lender) nor any third party related to any such transaction.
6. “Howly” is not responsible for any losses incurred by you that are not a result of our breach of Terms. This includes indirect losses which are a side effect of a main loss and are not reasonably foreseen when entering into this agreement (i.e. loss of opportunity).
7. “Howly” is not responsible for Your Content to the extent that it is unlawful, abusive, obscene, threatening or indecent or otherwise infringes upon or violates the right of any other persons, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any applicable law.
8. We are not responsible to provide the “Howly” service or to meet our obligations under these Terms where such failure is due to “Events Out of Our Control” (meaning any event we cannot control including, but not limited to fire, flood, storm, riot, civil disturbance, war, terrorist activity, or any disaster).

11. Personal Information and Privacy

1. By using “Howly” you agree to the collection, storage, transfer and use of your personal information by “Howly”. Please see further details in our Privacy Policy.
2. You agree to receive marketing communication from “Howly” via email unless you opt out of such communications.
3. You agree that “Howly” can use your personal information that you provide us, to verify your identity or perform anti-money laundering checks.

12.Third-Party Rights

A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) to enforce any term of this agreement, but this does not affect any right or remedy of a third party specified in this agreement or which exists or is available apart from that Act.

13.Disputes

1. You release “Howly” from any and all claims, damages, and demands of every kind and nature arising out of or in any way connected with disputes that you may have with another “Howly” customer.
2. “Howly” will use reasonable efforts to resolve disputes between Owners and Renters. We may choose to deduct money up to the Estimated Value of the disputed product from the account of the Renter following any loss or damage of the rented product using debt collectors or legal obligation.
3. If a dispute arises between you and “Howly” that we cannot resolve to your satisfaction, it is your legal right to take court proceedings against us.

14.General

1. If you breach the Terms of Service and “Howly” takes no action against you, we reserve the right to act at a later date.
2. We reserve the right to transfer our rights under the Terms to any third party without having your consent (including any related claims).
3. Your rights to use the “Howly” platform is subject to any applicable law.
4. No joint venture, partnership, employment, or agency relationship exists between you and “Howly” as a result of these Terms or your use of the “Howly” Platform.

15.Renter Rules

Before becoming a Renter on “Howly” please read these rules (“Renter Rules”) before using the “Howly” platform. By using “Howly” you agree to the Renter Rules in addition to the Terms of Service. “Howly” is a platform to connect Renters, who are looking for a product to rent or a service to use, to Owners who are willing to offer these products or services. “Howly” is an

intermediary for the transaction of a Renter renting a product or service from an Owner. You acknowledge that you are not renting from “Howly” and we are not responsible for the acts of omissions of either the Owner or the Renter in relation to the transaction. We do not guarantee or endorse any items or services booked through “Howly” or any content posted by the Owners

1. Communication

- i. All communication between Renters and Owners should only be done through the “Howly” platform.
- ii. As a Renter, you agree to use the communication tool of the “Howly” platform between yourself and any other User strictly for the purpose of communication regarding an item or service of interest. Failure to do so may result in suspension or removal of your “Howly” account.
- iii. By using the “Howly” platform, you understand that your communications can be monitored by “Howly”. Please read our Privacy Policy for further information.
- iv. Contact “Howly” at support@howlyinc.com for any further questions.

2. Renting an Item

- 2.1. Renters may submit a request and appropriate communication containing questions, comments, or requests through “Howly”. A submission for a request is not a guarantee that the item or service will be available.
- 2.2. You are bound to abide by the rules, terms and conditions of third party platform, If you are renting any product from a third party who is the Partner to Howly.

2. Liability

- 2.1. Renters are granted a limited license to borrow and/or use the item or service agreed upon by you and the Owner. This extends through the duration of the agreed rental period.
- 2.2. You agree to use the item or service for its intended purpose only. If necessary, educate yourself on proper care and handling of said item or service.
- 2.3. See additional liability outlined in sections 10 and 11.
- 2.4. Renters assume full responsibility of the item and waive and release “Howly” from any claims, liability, or damages arising from their rental experience.

3. Leaving a review

- 3.1. You agree to leave reviews that provide accurate representation of the item or service. Misinformation, misrepresentation, or defamatory language may be cause for removal from the “Howly” platform and could potentially lead to legal action.

16.Owner rules

Before becoming an Owner on “Howly” please read these rules (“Owner Rules”) before using the “Howly” platform. By using “Howly” you agree to the Owner Rules in addition to the Terms of Service. “Howly” is a platform to connect Renters, who are looking for a product to rent or a service to use, to Owners who are willing to offer these products or services. “Howly” is an intermediary for the transaction of a Renter renting a product or service from an Owner. You acknowledge that you are lending to a Renter and not to “Howly” and we are not responsible for the acts of omissions of either the Owner or the Renter in relation to the transaction. While we strive to provide a secure transaction and experience, we do not guarantee or endorse any Renters or other Users.

1. Communication

- a. All communication between Renters and Owners should only be done through the “Howly” platform.
- b. As an Owner, you agree to use the communication tool of the “Howly” platform only between yourself and any other User strictly for the purpose of communication regarding an item or service of interest. Failure to do so may result in suspension or removal of your “Howly” account.
- c. You agree not to contact other Owners through the “Howly” communication tool with the intent to solicit your own products and/or goods.
- d. By using the “Howly” platform, you understand that your communications can be monitored by “Howly”. Please read our Privacy Policy for further information.

2. Renting Out an Item

- a. All requests have 48 hours to be completed by the owner before the request is marked as expired.

3. **As an owner you agree to not list any items prohibited by our terms.**
 - a. Prohibited items
 - i. Guns
 - ii. Illegal items or items promoting illegal activity
 - iii. Copyright, Trademark, or Intellectual Property violations of others.
 - iv. Pornography and mature content, or items featuring pornography or mature content, or items used for mature purposes.
 - v. Broken, damaged, unsafe, or unclean items.
 - b. “Howly” reserves the right to update the list of prohibited items at any time for any reason.
 - c. “Howly” reserves the right to remove items from the website that are prohibited at any time. “Howly” also reserves the right to remove items from the site at any time or any or no reason, whether or not they are listed in the list of prohibited items.

17. **Liability**

- 17.1. You are granting a limited license to borrow and/or use the item or service agreed upon by you and the Renter. This extends through the duration of the agreed rental period.
- 17.2. By engaging in this transaction, you confirm that you have all necessary licenses and rights of ownership to do so.
- 17.3. You may require a deposit before lending out your item. The deposit cannot exceed the fair market value of your item.
- 17.4. You acknowledge that there is risk in renting your items or services to others. While “Howly” does its best to ensure a seamless and safe process, the transaction being entered into is between you (the Owner) and the Renter. You recognise that “Howly” is not a party in this transaction and release “Howly” from all liability, claims, and damages that result from such interactions.

18. **Leaving a review**

18.1. You agree to leave reviews that provide accurate representation of your experience with the Renter. Misinformation, misrepresentation, or defamatory language may be cause for removal from the “Howly” platform and could potentially lead to legal action.

19. **Guarantee**

19.1. See section 10.1 for guaranteed coverage on applicable items.

19.2. “Howly” will not make any payment for damages resulting from:

19.2.1. Normal wear and tear, occurring from normal and proper use of the item, while functionality remains intact.

19.2.2. Damage caused by previous incidents of damage (meaning those that occurred before the rental period).

19.2.3. Inherent defects, including but not limited to: defects resulting from humidity, oxidation, corrosion, extreme heat, or other natural causes.

19.2.4. Damage resulting from previous alteration including damage as a result of faulty work or defective parts.

19.2.5. Damage that cannot be proven to have occurred during the rental period.

19.2.6. Other damages as laid out in section 10.

19.3. Before contacting “Howly”, the Owner must:

19.3.1. Reasonably attempt to fulfil any other warranty that exists on the item.

19.3.2. Contact their insurance provider (For those items that the Owner has insured under another entity) and file an insurance claim with said provider.

19.4. “Howly” will review each case to determine eligibility for the guarantee. The following requirements must be met for “Howly” to review.

19.4.1. Provide an itemised list of the items missing and/or damaged.

19.4.2. The Owner must submit a request for the warranty within 24 hours after receiving the item.

19.4.3. The Owner must provide reasonable evidence that the item has been damaged during the rental period. i.e. pictures and/or videos of the item working and/or in good condition and pictures and/or videos of the damage to the item 24 hours after the item has been returned.

19.4.4. The Owner must provide proof of purchase and the estimated value of the item. The estimated value must be reasonably close to the actual value, as shown in proof of purchase, and does not guarantee the valuation by “Howly”.

19.4.5. Assist “Howly” however possible, so we can ensure the best solution.

19.5. When it is necessary, report theft to the police, then obtain the crime reference number from them.

17.No Warranty

- a. Use of the “Howly” service is “as is” and does not offer a warranty for any item or service provided by “Howly”, whether explicitly stated or implied, to the maximum extent of the law.
- b. Use of the site and the app are at the User’s risk, and the User assumes sole responsibility for any damage or loss of data resulting from the use of any “Howly” services.
- c. In the event that a third-party link is provided or service used through the “Howly” service, “Howly” does not endorse or monitor such interactions. The User assumes full responsibility for third party interactions.

18.Applicable Law

This Agreement shall be governed by the law of Canada and United States applicable therein. You hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of Canada and United States therefrom. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this License and not affect the validity and enforceability of any other provisions.

19. Termination

Any failure to comply with the terms and conditions of this Agreement will result in automatic and immediate termination of this license. Upon termination of this license granted herein for any reason, you agree to immediately cease use of “Howly” and destroy all

copies of “Howly” supplied under this Agreement. The financial obligations incurred by you shall survive the expiration or termination of this license.