

# Terms and Conditions of Service

## 服务条款和条件

### HappyNest

#### OBJECT 目的

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We thank you for visiting our Internet website [www.happynest.me](http://www.happynest.me) (the “**Website**”), powered by HAPPY NEST (SHANGHAI) PETS CO., LTD. (“**HappyNest**”).

感谢您访问我们的网站 [www.happynest.me](http://www.happynest.me) (“**网站**”)，本网站由 HAPPY NEST (上海) 宠物有限公司 (“**HappyNest**”) 提供。

HappyNest is an online platform aiming to connect both pet owners and service providers for the provision of several pet sitting services (the “**Website**”) (the “**Services**”).

HappyNest 为旨在连接宠物主人和服务提供方，以提供多种宠物照看服务的线上平台 (“**网站**”) (“**服务**”)。

HappyNest makes information and services available on the Website, subject to the following terms and conditions for accessing, visiting and/or otherwise using any and all web pages and related services and materials (the “**Terms**”).

HappyNest 根据以下访问、浏览和/或以其他方式使用任何和全部网页及相关服务与内容的条款和条件，在网站上提供信息和服务 (“**条款**”)。

**PLEASE READ THE TERMS CAREFULLY BEFORE USING THE WEBSITE. BY ACCESSING, VISITING AND/OR OTHERWISE USING THE WEBSITE, YOU ARE AGREEING TO BE BOUND BY THE TERMS; IF YOU DO NOT AGREE TO THE TERMS; PLEASE DO NOT USE THE WEBSITE.**

在使用本网站前，请仔细阅读条款。通过访问、浏览和/或以其他方式使用本网站，即表示您同意受本条款约束；如果您不同意本条款，请勿使用本网站。

“You” or “Your” means you personally (i.e. the individual who reads and agrees to be bound by the Terms) and, if you access the Website on behalf of a corporation or other legal entity, collectively, you and such corporation or other legal entity on whose behalf you access the Website.

“您”或“您的”指您个人（即阅读并同意受本条款约束的个人），如果您代表公司或其他法律实体访问网站，则指您和您所代表访问网站的公司或其他法律实体。

#### 1. ACCEPTANCE OF TERMS AND CONDITIONS 同意条款和条件

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By using the Website, you agree to the present Terms. 使用本网站即表示您同意本条款。

HappyNest reserves the right to modify or revise the Terms at any time and without notice.

HappyNest 保留随时修改或修订本条款的权利，且无需通知。

Your continue use of the Website after such changes will indicate your acceptance of such changes. Please remember to regularly consult this page in order to take note of any changes or amendments that may have been made to the Terms.

在该更改后您继续使用网站，即表示接受该更改。请定期查阅本页，以便注意本条款可能作出的任何更改或修订。

The version published on the Website at the relevant time applies between you and HappyNest. If you have any questions about the Terms, you can contact the Website at: [contact@happynest.me](mailto:contact@happynest.me).

本网站在相关时间发布的版本适用于您和 HappyNest。如果您对条款有任何疑问，请联系本网站: [contact@happynest.me](mailto:contact@happynest.me)。

#### 2. SERVICES PROVIDED 提供的服务

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##### 2.1 Nature of HappyNest's Services HappyNest 服务的性质

HappyNest consists of a Website providing support and services that pet owners (the “**Pet Owners**”) and providers of pet related services (including, without limitation, sitters, dog trainers & dog groomers) (the “**Service providers**”) can use to find, communicate with and interact with each other.

HappyNest 为提供支持和服务的网站，可供宠物主人 (“**宠物主人**”) 和宠物相关服务（包括但不限于照看、训犬和犬美容）的提供方 (“**服务提供方**”) 使用，以便互相发现、交流和互动。

HappyNest charge fees for some aspects of the Services, as described below in Section 9.

HappyNest 对服务的某些方面收取费用，具体内容请见下文第 9 条。

## 2.2 HappyNest does not provide pet care services HappyNest 不提供宠物护理服务

HappyNest is a neutral venue for Service providers and Pet Owners which only aims to provide a platform in order for Pet Owners and Service providers to match each other.

HappyNest 为服务提供方和宠物主人之间的中立平台，仅旨在为宠物主人和服务提供方互相匹配提供平台。

Therefore HappyNest is not a service provider and, except for emergency phone support and other resources and support specifically described in the Terms, does not provide directly pet care services.

因此，HappyNest 不是服务提供方，除紧急电话支持和本条款明确规定的资源和支持外，不直接提供宠物护理服务。

HappyNest makes no representations or warranties about the quality of the Services provided by Service providers or about your interactions and dealings with users.

对于服务提供方提供的服务质量，或您与用户的互动和交易，HappyNest 不作任何声明或保证。

## 3. SOURCING & LISTING OF SERVICE PROVIDERS 服务提供方的来源和目录

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Any eligible person able to register on the Website can apply to be Service providers After being verified by the HappyNest's team, Service providers shall understand and agree that their profile will be shared with Pet Owners for the booking process's purpose.

任何有资格在网站注册的人员均可申请成为服务提供方。服务提供方应理解并同意，其个人资料在经 HappyNest 团队验证后，将与宠物主人分享，以便进行预订。

Service providers listed on the Website are not under the direction or control of HappyNest, and they determine in their own discretion how to provide the Services. Though HappyNest's provides general guidance on its Website to Service providers about safety and pet care and to Pet Owners about selecting and engaging Service providers, HappyNest does not employ, recommend or endorse Service providers or Pet Owners, and, to the maximum extent permitted by applicable law, we will not be responsible or liable for the performance or conduct of Service providers or Pet Owners, whether online or offline.

网站上列出的服务提供方不受 HappyNest 指导或控制。服务提供方自行决定如何提供服务。尽管 HappyNest 在网站上向服务提供方提供关于安全

和宠物护理的一般引导，并向宠物主人提供关于选择和聘用服务提供方的一般引导，但 HappyNest 不雇佣、推荐或支持服务提供方或宠物主人，并且，在适用法律允许的最大范围内，我们不对服务提供方或宠物主人的线上或线下表现或行为负责或承担责任。

HappyNest conducts an initial review of the Service providers profiles and facilitates background checks or identification verifications on the Service providers, but, except where explicitly specified in the Website (and then only to the extent specified), do not otherwise screen Service providers.

HappyNest 对服务提供方的资料进行初步审查，并协助对服务提供方作背景调查或身份验证，但是，除非网站明确规定（且仅限于明确规定的范围），否则 HappyNest 对服务提供方不作其他筛选。

HappyNest guarantees that Services providers providing Dog training and Dog grooming are professional and certified.

HappyNest 保证，提供训犬和犬美容的服务提供方均为专业和经认证的。

You should exercise caution and use your independent judgment before engaging Service providers, providing Services, or otherwise interacting with users via the Website.

在聘用服务提供方、提供服务，或通过网站与用户互动之前，您应谨慎行事，并独立判断。

Pet Owners and Service providers are solely responsible for making decisions that are in the best interests of themselves and their pets.

宠物主人和服务提供方应对作出符合自己和宠物最大利益的决定完全负责。

For example, each user of the Website is responsible for keeping current his or her own pet's vaccinations, and we will have no liability for anyone's failure to vaccinate his or her pet.

例如，网站的每个用户均有责任为其宠物按时接种疫苗，我们对未将其宠物接种疫苗的任何个人不承担任何责任。

## 4. BOOKINGS 预订

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Pet Owners and Service providers transact with each other on the Website when they both agree to a booking that specifies the fees, time period and other terms for provision of the Services via the booking mechanism provided on the Website.

通过网站提供的预订机制，宠物主人和服务提供方双方同意提供服务的一项预订，并明确费用、时间期限和其他条款后，在网站上进行交易。

A booking may be initiated by either Service providers or Pet Owners by selecting the type(s) of Services to be provided and then following the prompts that appear on-screen.

服务提供方或宠物主人均可通过选择需提供的服务类型，然后按照屏幕上显示的提示，发起预订。

All requests are subject to acceptance by the receiving party. The receiving party is not obligated to accept your (or any) request and may, at their discretion, decline for any reason. Once a booking request is sent, the receiving party will have to accept or decline such request within twelve (12) hours. After such period, any booking requests will expire.

所有请求均应获得接收方的同意。接收方没有义务接受您的（或任何）请求，并可自行决定因任何原因拒绝请求。发送预订请求后，接收方在十二（12）小时内必须接受或拒绝该请求。在此期间后，任何预订请求将过期。

You acknowledge that, once you complete a Booking, you agree to honor the price and other terms of that booking, as acknowledged in the booking confirmation. 您承认，完成预订后，您同意遵守预订确认单中确认的价格和其他预订条款。

To confirm a booking a payment shall be made by Pet Owners. Before the payment is made, initial information such as name and contact information from both Pet Owners and Service providers will be disclosed to each other. After the payment is made and received by the HappyNest, all personal information will be released in order for both parties to go into meet and greet.

为确认预订，宠物主人应支付费用。在进行支付前，宠物主人和服务提供方的初始信息，如姓名和联系方式，将互相公开。在完成支付且 HappyNest 收到付款后，所有个人信息将被公布，以便双方进行见面。

In relation to pet sitting services only, a face-to-face meeting between Pet Owners, Service providers and other persons involved in the Services (called meet and greet) is mandatory prior to the starting of the services. 仅针对宠物照看服务，宠物主人、服务提供方和服务相关的其他人员必须在开始服务前进行面对面的会面（即见面会）。

HappyNest strongly suggests the parties to hold the meet and greet at the place where the pets are going to stay during the booking. In any case Pet Owners and Service providers shall be required to only chat in the Wechat group “HappyNest / Pet Owners / Sitters” in order for them to make a booking.

HappyNest 强烈建议双方在预订期间宠物的所在地进行见面会。在任何情况下，宠物主人和服务提供方应只在 “HappyNest / 宠物主人 / 照看人” 微信群聊天，以进行预订。

The Website reserves the right to cancel Service providers’ registration if the latter remain inactive more than two months days or refuse more than four (4) consecutive requests from Pet Owners.

如果服务提供方超过两个月不活跃，或连续四（4）次以上拒绝宠物主人的请求，本网站保留取消服务提供方注册的权利。

If Service providers fail to block their unavailable dates on their calendar after being told by a HappyNest team member, they will be made inactive.

如果服务提供方在经 HappyNest 团队成员告知后，未在日历上标记其不可预订的日期，则其将被置于不活跃状态。

If Service providers’ services are successfully booked by Pet Owners and they are unavailable for Pet sitting, Service providers’ account will be made inactive by the Website.

如果宠物主人成功预订服务提供方的服务，而服务提供方无法提供宠物照看服务，则服务提供方的帐户将被网站置于不活跃状态。

Once you reach 3 warnings, HappyNest has the right to make Service providers inactive until further notice. 一旦您收到 3 条警告，HappyNest 有权将服务提供方置于不活跃状态，直至另行通知。

## 5. REPRESENTATION & WARRANTIES 声明和保证

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### 5.1 Representation & Warranties of Pet Owners 宠物主人的声明和保证

By using the Website, you as Pet Owners expressly acknowledge, represent and warrant that:

通过使用本网站，您作为宠物主人，明确承认、声明和保证：

- Your pets are vaccinated, licensed, identification-tagged and/or microchipped as required by local laws or regulations (such document needs to be regularly updated);

您的宠物已根据当地法律或法规的要求，接种疫苗、有许可、有身份识别标记和/或有微芯片（该等文件需要定期更新）；

- You must provide the Service providers with the vet booklet and give them all medical or behavioral information of the pets;  
您须向服务提供方提供兽医手册，并提供宠物的全部医疗或行为信息；
- You have obtained and will maintain any mandatory insurance policies concerning the pets whose care you entrust to the Service providers (and that such policies will benefit third parties, including Service providers, to the same extent they benefit you);  
对于您委托服务提供方护理的宠物，您已经获得并将保持任何强制性的保险单（且该等保险单应以您受益的相同程度，使第三方受益，包括服务提供方）；
- You must declare to HappyNest and the Sitter if the pets belong to you or if the pets are fosters (*i.e.* abandoned pets waiting to find a new family);  
您须向 HappyNest 和照看人声明，宠物属于您或由您寄养（即等待寻找新家庭的遗弃宠物）；
- You shall provide the Service providers with all the necessary, safe and appropriate equipment/supplies required for the Services. In particular:  
您应向服务提供方提供服务所需的全部必要、安全和适当的设备/用品。尤其是：
  - For Pet sitting, you must provide furniture to make the pets feel comfortable, such as food, toys, bedding, treats, blankets, bowls, leashes, collars, litter, medication and other essential equipment for the entire duration of the booking.  
对于宠物照看，您须提供在整个预订期间使宠物感到舒适的家具，如食物、玩具、床上用品、零食、毯子、碗、牵引绳、项圈、猫砂、药物和其他必要设备；
  - For Dog grooming, you must provide all the tools including shampoo and space required for the duration for the Services. You must agree that HappyNest cannot be responsible for any allergy or reaction to the product you provide. HappyNest can, at any

moment, solely decide not to groom the dog if there is any danger for the Service providers or the dog.

对于犬美容，您须提供包括洗发水在内的全部工具，以及服务期间所需的空。您须同意，HappyNest 将不对您的产品引起的任何过敏或反应负责。如果对于服务提供方或狗有任何危险，HappyNest 可随时单独决定不进行犬美容。

- For Dog training, you must follow the instructions given before the session.  
对于训犬，您须遵守训练前给出的指示。

- You shall provide keys, cards and anything essential to make Service providers' services easier according to the booking requirements;  
您应根据预订要求，提供钥匙、房卡和任何必要物品，以便服务提供方提供服务；
- If you face troubles in using the Website, you will try your best to provide Service providers the best Services possible. If not, you can contact the Website assistance.  
如果您在使用本网站时遇到困难，您应尽力为服务提供方提供最好的服务。或者，您可以联系本网站协助。

## 5.2 Representation & Warranties of Service providers 服务提供方的声明和保证

By using the Website, you as Service providers expressly acknowledge, represent and warrant that:  
通过使用本网站，您作为服务提供方，明确承认、声明和保证：

- You are legally eligible to provide the Services;  
您有合法资格提供服务；
- You are personally in charge to provide the Services to the benefit of the Pet Owner, and cannot subcontract all or part of the said Services to any third party without the prior written consent of the Pet Owner and HappyNest;  
您个人负责为宠物主人提供服务，未经宠物主人和 HappyNest 的事先书面同意，不得将该服务的全部或部分分包给任何第三方；
- When providing the Services, you will comply with applicable leash, pet waste disposal, and similar laws and Pet Owners' instructions;

在提供服务时，您应遵守适用的牵引绳、宠物废弃物处理，以及类似法律和宠物主人的指示；

- Dogs shall remain on leash while walking with you;  
在遛狗时，应保持使用牵引绳；
- In case of Pet sitting, you must inform, ahead of the booking, Pet Owners whether someone else will be staying in their home during the Services. You must agree to the pets being in the home. Also, size, temperature, cleanliness and people in space must be fit for the pets. The number of animals in the home being hosted at one time must be reasonable and manageable for you;  
对于宠物照看，您须在预订前告知宠物主人服务期间是否将有其他人在其家中。您须同意宠物在家中。此外，空间的大小、温度、清洁度和人员必须适合宠物。在家中同时寄养的动物数量必须合理且可管理；
- In case of any problems with the Services you shall notify to Pet Owners as well as HappyNest as soon as possible;  
如果服务有任何困难，您应尽快通知宠物主人和 HappyNest；
- If Pet Owners fail to collect their pets within one (1) hour after the Services is completed, you shall contact HappyNest immediately;  
如果在服务完成后一（1）小时内，宠物主人未领回宠物，您应立即联系 HappyNest；
- If Pet Owners you are doing a service for dogs did not register their dog for the identification tag, you must tell them to order one as soon as possible. You will also make sure every dogs' Pet Owners are registered;  
如果您所服务的宠物主人未将其宠物登记身份识别标记，您须告知宠物主人尽快订购。您也应确保每只狗的宠物主人均已注册；
- You shall take care of the pets according to the current habits the latter are used to as if it was your own pets. You shall listen and follow the rules made by Pet Owners according to the pets' needs and wants.  
您应像照看自己的宠物一样，按照宠物所适应的习惯来照顾它。您应听从并遵守宠物主人根据宠物的需要和喜好所制定的规则。
- You shall ensure the pets will always be without any freedom restriction such as cage or leash in

home, unless something else is discusses between you and Pet Owners;

您应确保宠物在家中始终不受任何自由限制，如笼子或牵引带，除非您和宠物主人另有协商；

- You shall remain available and communicate regularly and efficiently with Pet Owners during the Services using any mean of communication in order to send any updates about the booking (messages, photos, videos, etc.);  
在服务期间，您应保持可联系状态，并定期以有效的方式，通过任何联络方式，与宠物主人进行沟通，以便发送有关预订的任何更新（消息、照片、视频等）；
- You shall remain available, especially couple of days ahead of the booking, for meeting, follow up or calls to help the client be at ease while preparing for the Services;  
尤其在预订之前的几天，您应保持有空见面、跟进或电话联系，以便客户为服务作准备的同时感到自在；
- In case of Pet sitting, you must maintain the home as clean as when you found it. You are responsible to clean the pets' mess;  
对于宠物照看，您须保持家中的清洁程度与最初状态相同。您有责任清理宠物的垃圾；
- Service providers must be available for meet and greet. If Pet Owners refuse a meet and greet, Service providers have a right to cancel the booking;  
服务提供方须参加见面会。如果宠物主人拒绝见面会，服务提供方有权取消预订；
- You are responsible for the belongings of Pet Owners you were given to in order to make the Services easier. In case you lose or make out of service any of them, you will need to pay RMB 200 which will be deducted off of your payment awarded;  
您应对宠物主人为方便服务向您提供的物品负责。如果您将任何物品丢失或致其无法使用，则应从收取的服务费中扣除人民币 200 元；
- You must arrive in a timely manner to all bookings.  
对于所有预订，您应准时到达；

## 6. ABANDONED PETS – RE-HOMING 遗弃宠物 – 重新安置

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Pet Owners who arrange for Services and fail to retrieve their pet after the Service period identified in a booking agree that HappyNest (or the Sitter) may, in its (or his or her) sole discretion, place the pet in foster care, transfer care to animal control, or find other alternate care.

如安排服务的宠物主人未能在预订中确定的服务期间后领回宠物，则该宠物主人应同意 HappyNest（或照看人）可根据其自行决定，将宠物寄养、转移至动物管制中心，或寻找其他替代照看方式。

Pet Owners agree to reimburse HappyNest and/or Service providers for all costs and expenses associated with such actions.

宠物主人同意偿还 HappyNest 和/或服务提供方与此类行为相关的全部成本和费用。

Further, HappyNest expressly reserves the right, in its sole discretion, to remove an owner's pet from a Sitter's care should HappyNest deem it necessary for the safety of a pet, the Sitter, or any persons living with the Sitter.

此外，HappyNest 明确保留权利，为宠物、照看人或与照看人同住的任何人的安全之需，可自行决定将宠物主人的宠物从照看人处移除。

Prior to removing a pet from the care of a Sitter, HappyNest will use reasonable efforts during its normal business hours to contact the Pet Owner and/or the Pet Owner's emergency contact (if provided) to arrange alternative care.

在将宠物从照看人处移除之前，HappyNest 将在其正常营业时间内，尽合理努力联系宠物主人和/或宠物主人的紧急联络人（如已提供），以便安排替代照看方式。

Should HappyNest not be able to contact the Pet Owner or the emergency contact, HappyNest will use its best judgment to find alternative care for the pet until the Pet Owner is able to retrieve his/her pet.

如 HappyNest 未能联系宠物主人或紧急联络人，则将使用其最佳判断为宠物寻找替代照看方式，直至宠物主人领回其宠物。

If you are a Pet Owner, you authorize your pet's veterinarian(s) to release your pet's veterinary records to HappyNest in connection with any such relocation or re-homing of your pet.

如果您是宠物主人，关于您宠物的任何此类转移或重新安置，您应授权您宠物的兽医向 HappyNest 发送您宠物的兽医记录。

In addition, you are responsible for and agree to pay all costs and expenses incurred by HappyNest in connection with such transfer.

此外，您将负责承担并同意支付 HappyNest 有关该转移发生的全部成本和费用。

## 7. EMERGENCY 紧急情况

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Both Pet Owners and Service providers had better to give an emergency contact to each other that will be available in case of emergency.

宠物主人和服务提供方最好向对方提供紧急联系方式，以便在紧急情况下使用。

In case of fire or any other emergency, Service providers shall ensure essential measures will be taken for the protection of the pets.

如发生火灾或其他紧急情况，服务提供方应确保采取必要措施以保护宠物。

Pet Owners shall understand and agree to pay all expenses related to pet insurance or veterinary services required for the pets during the Services.

宠物主人应理解并同意支付服务期间有关宠物所需的宠物保险或兽医服务的全部费用。

In case the pets become sick during the Services, Service providers shall notify Pet Owners as soon as possible. Pet Owners shall cover all medical expenses resulting from an injury to a HappyNest member team, other person or animals caused by their pets.

如果宠物在服务期间生病，服务提供方应尽快通知宠物主人。对于其宠物对 HappyNest 团队成员、其他人或动物造成的伤害，宠物主人应承担全部相关医疗费用。

In the event of an emergency, Service providers shall contact Pet Owners at the numbers provided to confirm Pet Owners' choice of action.

在紧急情况下，服务提供方应联系宠物主人提供的电话号码，以确认宠物主人所选择的行动。

If Pet Owners cannot be reached or if no emergency contact has been provided, Service providers are authorized to take any actions they want to as long as it aims the good of the pets.

如果无法联系宠物主人或未提供紧急联系方式，服务提供方有权采取以有利于宠物为目的的任何行动。

Nevertheless, in case of emergency, Service providers shall comply with the follow recommendations:

尽管如此，服务提供方应遵守以下建议：

- Take the pet to the vet immediately. If the vet recommended by Pet Owners is too far, take the pet to the nearest vet;  
立即将宠物带至兽医处。如果宠物主人推荐的兽医太远，则将宠物带至最近的兽医处；
- Contact Pet Owners and send regular updates, and;  
联系宠物主人并定期发送更新，和；
- Provide vet with all necessary information regarding the condition of the pets, particularly the vet booklet given by the Pet Owners.  
向兽医提供有关宠物状态的全部必要信息，尤其是宠物主人提供的兽医手册。

If no decision about the expenses related to emergency measures for taking care of the pets have been made during the meet and greet, Pet Owners shall understand and agree to reimburse Service providers for all expenses incurred.

如在见面会期间未就照看宠物应急措施的相关费用作出决定，宠物主人应理解并同意向服务提供方偿还所发生的全部费用。

In case of near death, Service providers need to get the approval by Pet Owners for any major decision.

在濒临死亡的情况下，服务提供方需要获得宠物主人的同意后作出任何重大决定。

## 8. USE OF SERVICES AND WEBSITE 服务和网站的使用

### 8.1 General provisions 一般条款

By accessing and using the Website, you certify that you: (1) are at least 18 years and (2), will comply with all laws and regulations applicable to your activities conducted through, or related to, the Website.

通过访问和使用本网站，您保证：（1）您已年满18岁，和（2）对于您通过本网站进行的活动或与本网站有关的活动，您将遵守全部适用法律和法规。

In addition to the foregoing, when you use the Services or the Website, you agree:

此外，在使用服务或本网站时，您同意：

- To use the Website only in a lawful manner and only for its intended purposes;  
仅以合法方式且仅为其预期目的使用本网站；

- Not to submit viruses or other malicious code to or through the Website;  
不得向本网站提交或通过本网站提交病毒或其他恶意代码；
- Not to use the Website, or engage with other users of the Website, for purposes that violate the law;  
不得以违法目的使用本网站或与本网站的其他用户联系；
- Not to use the Website to arrange for the provision and purchase of services with another user, then complete transactions for those services outside of the Website;  
不得使用本网站与其他用户安排提供和购买服务，然后在网站之外完成该服务交易；
- Not to use the Website for purposes of competing with HappyNest or to promote other products or services;  
不得将本网站用于与 HappyNest 相竞争的目的，或推广其他产品或服务；
- Not to post reviews about Service providers that aren't based on your personal experience, that are intentionally inaccurate or misleading, or that violate these Terms;  
不得对服务提供方发布非基于个人经验的评论、故意不准确或误导的评论，或违反本条款的评论；
- Not to post content or materials that are pornographic, threatening, harassing, abusive, or defamatory, or that contain nudity or graphic violence, incite violence, violate intellectual property rights, or violate the law or the legal rights (for example, privacy rights) of others;  
不得发布色情、威胁、骚扰、辱骂、或诽谤的内容或材料，或包含裸体或暴力图象、煽动暴力、侵犯知识产权或违反法律或他人合法权利（如隐私权）的内容或材料；
- Not to post "spam" or other unauthorized commercial communications;  
不得发布“垃圾信息”或其他未经授权的商业通信；
- To use the Website only for your own purposes, and not to impersonate any other person;  
仅为个人目的使用本网站，且不得冒充他人；
- Not to transfer or authorize the use of your account for the Website by any other person, or to engage in fraudulent transactions;  
不得转让或授权任何其他人员使用您在本网站的账户，或从事欺诈交易；
- Not to provide false information in your profile.  
不得在个人资料中提供虚假信息；
- Not to interfere with our provision of, or any other user's use of the Website;

不得干扰我们提供本网站或任何其他用户使用本网站；

- Not to solicit another user's username and password for the Website or any other sensitive personal information, including bank details; 不得向其他用户索取本网站的用户名和密码或任何其他敏感个人信息，包括银行详细信息；
- To be abide by Chinese laws, regulations, rules and policies during the Services. 在服务期间，应遵守中国的法律、法规、规章和政策。

## 8.2 Suspension and termination 暂停和终止

We reserve the right to suspend or terminate your access to the Website: (1) if in our discretion your conduct on the Website is inappropriate, unsafe, dishonest, or in breach of these Terms; or (2) if necessary in our discretion to protect HappyNest, its users, pets, or the public.

在以下情况下，我们保留暂停或终止您访问本网站的权利：（1）如果我们认为您在网站上进行的行为不适当、不安全、不诚实或违反本条款；或（2）为保护 HappyNest、其用户、宠物或公众，在我们认为必要的情况下。

You may suspend or terminate your use of the Website at any time and for any reason.

您可随时以任何理由暂停或终止使用本网站。

If you wish to deactivate your account, please contact HappyNest. Note that if you have any outstanding payment obligations, those will survive suspension or termination of your account.

如果您希望停用您的帐户，请联系 HappyNest。请注意，如果您有任何未偿付款义务，该义务将在您账户停用或终止后继续存在。

## 9. TRANSACTIONS 交易

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### 9.1 Currency 货币

All fees, deductible amounts and other payments referenced on, or charged through, the Website are listed and payable in Chinese currency (RMB).

本网站所提及或通过本网站收取的全部费用、扣除金额和其他款项均以人民币（RMB）表示和支付。

### 9.2 Prices 价格

Pet Owners agree that prices for the Pet sitting are fixed by HappyNest. all the prices offered on the Website include HappyNest's fee.

宠物主人同意，宠物护理的价格由 HappyNest 决定。网站上提供的全部价格均包括 HappyNest 费用。

Once Pet Owners and Service providers agree for booking, Pet Owners shall pay for the Services according to the prices previously fixed.

宠物主人和服务提供者同意预订后，宠物主人应根据先前确定的价格支付服务费用。

### 9.3 Services Fee 服务费

Service providers shall understand and agree that the Website is the sole representative for the collection of payments made by Pet Owners for Service providers. The purchase of the Services is a transaction between Pet Owners and Service providers and HappyNest aims to facilitate the transaction.

服务提供方应理解并同意，本网站是收取宠物主人向服务提供方支付款项的唯一代表。服务的购买是宠物主人和服务提供方之间的交易，HappyNest 旨在促进交易。

The Website charges a fee of 25% of the total of the booking once the Services are fully accomplished. Such fee is calculated according to the price of the Services and is automatically deducted from the payments made by Pet Owners.

服务全部完成后，网站将收取预订总金额 25% 的费用。该费用根据服务的价格计算，并从宠物主人支付的款项中自动扣除。

An extra 5% (on the total price of the booking) will apply if the request is done less than 72h before the starting date of the booking.

如果在预订开始日期前少于 72 小时内提出申请，则将额外收取 5%（按预订总价格计算）。

### 9.4 Payment terms 支付条款

HappyNest will collect payment from Pet Owners at the time of booking via WeChat or Alipay. Thus, Pet Owners shall understand and agree to use the Website as the only channel for payment transactions after choosing Service providers for the Services. In case of failure of using the Website as a channel for payment



transactions, the Website can unilaterally terminate the booking.

HappyNest 在预订时通过微信或支付宝向宠物主人收取费用。因此，宠物主人应理解并同意，在选择服务提供方的服务后，应使用本网站作为唯一的支付交易渠道。如未使用本网站作为支付交易渠道，网站可单方面终止预订。

The channel for payment transactions from the Website is a trustable payment gateway for both Pet Owners and Service providers.

本网站的支付交易渠道是宠物主人和服务提供方双方可信赖的支付途径。

Pet Owners shall pay for the Services at least twenty four (24) hours before the starting date of the booking. Both starting date and ending date are included in the total of the booking.

宠物主人应在预订开始日期前至少二十四（24）小时支付服务费用。开始之日和结束之日均包含在预订总数中。

HappyNest hosts the money on behalf of Service providers and will release it within five (5) working days once the Services are fully accomplished, via WeChat or Alipay. In case Pet Owners wish to extend a booking, Service providers would receive payment five (5) working days after the final end date of the last extension.

HappyNest 代表服务提供方托管资金，并在服务全部完成后的五（5）个工作日内通过微信或支付宝发放。如宠物主人希望延长预订，则服务提供方将在最后一次延长的最后结束之日后的五（5）个工作日收到款项。

In case of additional payments made outside the scope of the Website (for instance, Service providers buying food for the Pets), HappyNest has no accountability with these payments. Furthermore, HappyNest has no responsibility to resolve disputes related to these payments.

如有超出网站范围的额外付款（例如，服务提供方为宠物购买食物），HappyNest 对该等付款不承担任何责任。此外，HappyNest 对该等付款的相关争议解决不承担任何责任。

In case of additional payments made outside the scope of the Website, Service providers need to discuss with Pet Owners directly before making the purchase. Pet Owners agree to be responsible for these payments and will reimburse Service providers upon their return for all purchases made.

如有超出网站范围的额外付款，服务提供方需要在进行购买前直接与宠物主人协商。宠物主人同

意承担该等付款，并在其返回后向服务提供方偿还全部购买费用。

## 9.5 Taxes 税费

Except for taxes on HappyNest's income and gross receipts or where HappyNest is otherwise required to collect taxes, Pet Owners and Service providers shall understand and agree that they are not employees of HappyNest, meaning that they solely are responsible to pay any applicable taxes that arise as a result of the payment, provision, or use of the Website.

除 HappyNest 收入和总收费的税费或其他 HappyNest 被要求收取税费的情况外，宠物主人和服务提供方应理解并同意，他们不是 HappyNest 的员工，即他们应单独负责支付因其支付、提供或使用本网站而产生的任何适用税费。

This includes, without limitation, any form of sales tax, VAT, or income tax on fees paid or received by them through the Website.

上述税费包括但不限于任何形式的销售税、增值税或通过本网站支付或收取费用的所得税。

## 10 CANCELLATION AND REFUNDS 取消和退款

### 10.1 Cancellation by Pet Owners 由宠物主人取消

If Pet Owners cancel a confirmed booking less than twenty four (24) hours before the starting date of the booking, they will need to pay penalties. In this situation, Service providers will get 50% of refunds from their payment within five (5) working days.

如果宠物主人在预订开始日期前少于二十四（24）小时取消已确认的预订，则需要支付罚款。在此情况下，服务提供方将在五（5）个工作日内收到其付款 50% 的退款。

### 10.2 Cancellation by Service providers 由服务提供方取消

If Service providers cancel a confirmed booking less than twenty four (24) hours before the starting date or during the booking, they will need to find other Service providers for Pet Owners they cancelled the booking to (which shall be verified by HappyNest).

如果服务提供方在预订开始日期前少于二十四（24）小时或在预订期间内取消已确认的预订，则需要为其取消预订的宠物主人寻找其他服务提供方（应由 HappyNest 验证）。

If they comply, they will not need to pay any penalties. If not, Pet Owners will get 100% of refunds.

如果服务提供方遵守本项规定，则不需支付任何罚款。否则，宠物主人将收到 100% 的退款。

If Service providers cancel a confirmed booking more than twenty four (24) hours before the starting date of the booking they shall notify both Pet Owners and HappyNest directly and cancel the booking on the related Website's booking page.

如果服务提供方在预订开始日期前超过二十四（24）小时取消已确认的预订，则应直接通知宠物主人和 HappyNest，并在网站的相关预订页面取消预订。

If they fail to notify, a penalty fee equal to 50% of the fees invoiced by the Sitter for the next booking will be deducted from such booking.

如果未作通知，则照看人下一次预订开具账单费用的 50% 将被作为罚款扣除。

### 10.3 General provisions

#### 一般规定

Refunds will be granted according only to the cancellation policy above-mentioned. Pet Owners shall understand and agree that a meet and greet between Pet Owners and Service providers shall have took place before the booking if they want to be eligible for refunds.

退款仅根据上述取消政策进行。宠物主人应理解并同意，宠物主人和服务提供方应在预订前已进行见面会，才有资格获得退款。

If Service providers fail to comply with any of their engagements mentioned in Section 5, Pet Owners or HappyNest have the right to replace Service providers.

如服务提供方未能遵守第 5 条中提及的任何承诺，宠物主人或 HappyNest 均有权更换服务提供方。

If Pet Owners shorten the duration of the booking, they will still be required to pay for the reserved amount of time as initially planned with Service providers.

如宠物主人缩短预订期间，则仍需按照与服务提供方最初计划时间的预订金额进行支付。

In such case, Service providers can also decide to use this excess amount of time they already spent for the booking as upcoming credit towards the Pet Owners. In this case, Service providers can also decide to use this excess amount of time they already spent for the booking as upcoming credit towards the Pet Owners. In this case, Service providers can also decide to use this excess amount of time they already spent for the booking as upcoming credit towards the Pet Owners. In this case, Service providers can also decide to use this excess amount of time they already spent for the booking as upcoming credit towards the Pet Owners.

## 11 PERSONAL DATA & PRIVACY 个人数据和隐私

### 11.1 Registration & Account Security

#### 注册和账户安全

If you elect to use the Website, you agree to provide accurate information about yourself and keep this information up-to-date. You agree not to impersonate anyone else and not to maintain more than one account (or, if HappyNest suspends or terminates your account, not to create additional accounts).

如您选择使用本网站，则您同意提供关于您的准确信息并保持此信息更新。您同意不冒充他人，不持有多个帐户（或者，如果 HappyNest 暂停或终止您的帐户，不创建新帐户）。

You represent and warrant that any information that you provide in connection with your use of the Website is and shall remain true, accurate, and complete, and that you will maintain and update such information regularly. You agree that if any information that you provide is or become false, inaccurate, obsolete or incomplete, HappyNest may terminate your account.

您声明并保证，您提供的与使用本网站有关的任何信息均为真实、准确和完整的，且您将定期维护和更新该信息。您同意，如果您提供的任何信息是或未来将成为虚假、不准确、过时或不完整的，HappyNest 可能终止您的帐户。

You are responsible for maintaining the confidentiality of your username and password for the Website and are responsible for all activity under your account.

您有责任保持您在本网站的用户名和密码保密，并对您帐户下的全部活动负责。

You agree to notify us promptly of any unauthorized use of your account.

如您对账户受到任何未经授权的使用，您同意立即通知我们。

### 11.2 Content

#### 内容

HappyNest may require or allow both Pet Owners and Service providers to submit or upload text, photographs, images, videos, reviews, information and materials to their profile on the Website (the "User Content").

HappyNest 可能要求或允许宠物主人和服务提供方在网站上其个人资料中提交或上传文本、照片、图像、视频、评论、信息和材料（“用户内容”）。

For example, Service providers are invited to create a profile page with a passport or ID picture and other information and to transmit photos of the dogs under their care to Pet Owners, while Pet Owners may submit reviews of the Service providers.

例如，服务提供方被要求创建带有护照或身份证照片和其他信息的个人资料页面，并将其照看的狗的照片向宠物主人发送，而宠物主人可提交对服务提供方的评论。

Notwithstanding the foregoing, HappyNest may, in its sole discretion, (i) reject or remove anything you post, (ii) restrict, suspend, or terminate your access to any or all of the Website, or (iii) cease to provide and maintain the Website, at any time, for any or no reason, with or without prior notice, and without liability.

尽管有上述规定，HappyNest 可自行决定 (i) 拒绝或删除您发布的任何内容，(ii) 限制、暂停或终止您访问本网站的任何或全部内容，或 (iii) 随时因任何原因或无理由停止提供和维护本网站，无论是否事先通知，且无需承担任何责任。

Upon doing so, we may retain or delete any information or content that you provided.

此后，我们可能保留或删除您提供的任何信息或内容。

You are the owner of your User Content. HappyNest does not claim any ownership rights in any.

您是您的用户内容的所有者。HappyNest 不主张任何所有权。

However, by submitting your content, you grant to HappyNest a worldwide, royalty-free, sub licensable, perpetual, irrevocable license to use, modify, publicly perform, publicly display, reproduce, and distribute your User Content for the limited purpose of providing, promoting, developing the Website and all related services.

但是，通过提交您的内容，您授予 HappyNest 全球范围内的免版税、可再许可、永久、不可撤销的许可，在提供、推广、开发网站和所有相关服务的范围内，使用、修改、公开履行、公开展示、复制和传播您的用户内容。

### 11.3 Personal Data

#### 个人数据

Concerning your data collection, storage and processing, subject to the provisions of foreign law (including the EU General Data Protection Regulation and related data protection laws of the EU) that might be directly applicable to HappyNest in the People's Republic of China, HappyNest is subject to Chinese legal standards on data protection, which are recognized as guaranteeing an adequate level of data protection.

关于您的数据收集、存储和处理，根据在中华人民共和国可直接适用于 HappyNest 的外国法律（包括欧盟通用数据保护条例和欧盟的相关数据保护法律）之规定，HappyNest 应遵守中国的数据保护法律标准，该标准被认为能够充分保证数据保护。

## 12 INTELLECTUAL PROPERTY RIGHTS 知识产权

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The Website contains content owned, operated, licensed, and/or controlled by HappyNest.

本网站包含由 HappyNest 所有、运营、授权和/或控制的内容。

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可通过本网站获得的信息和材料均属于并将持续属于 HappyNest、其子公司、关联公司、许可方和/或供应商所有，并受到著作权、商标、专利和/或其他所有权的保护，以及受到著作权、商标、商业秘密或其他所有权保护的法律。HappyNest 授予您有限、可撤销、不可再许可的权利，以便您仅在内部使用本网站时浏览本网站内容。

You may not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit, rent, lease, modify, loan, sell, distribute, or create derivative works based (whether in whole or in part) on, the Website or any information from the Website, in whole or in part, without the express prior written authorization of HappyNest.

未经 HappyNest 事先明确书面授权，您不得使用、下载、上传、复印、打印、展示、履行、复制、出版、许可、发布、传输、出租、租赁、修改

、出借、出售、传播本网站或本网站的任何信息，（无论全部或部分），或基于本网站或本网站的任何信息（无论全部或部分）创造衍生作品。

Elements of the Website are protected by copyright, trade dress, trademark, unfair competition, and/or other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound, or image from the Website may be copied or retransmitted unless expressly permitted in writing by HappyNest.

本网站内容受著作权、商业外观、商标、不公平竞争和/或其他法律的保护，不得全部或部分进行复制或模仿。除非 HappyNest 明确书面允许，否则不得复制或重新传输本网站的任何标识、图形、声音或图像。

Nothing contained on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of HappyNest's or its affiliates' or suppliers' trade names, trademarks or service marks without HappyNest's express prior written consent.

未经 HappyNest 事先明确书面同意，本网站上的任何内容均不得解释为授予、暗示、禁反言或以其他方式授予任何许可或权利，以使用 HappyNest、其关联公司或供应商的任何商业名称、商标或服务标记。

### **13 LIABILITIES 责任**

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Our liability for any claims, 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 Service providers and Pet Owners, whether online or offline, is limited to the total amount paid by the Pet Owner to HappyNest for the Services.

对于您与其他用户互动或交易以及服务提供方和宠物主人的行为或不作为所产生的和/或以任何方式与之相关的任何索赔、伤害、损失、伤害和/或损害，无论为线上或线下，我们的责任仅限于宠物主人为服务向 HappyNest 支付的总金额。

You acknowledge and agree that, except to the extent we have liability under the Website's, and to the maximum extent permitted by the applicable law, YOUR USE AND/OR PROVISION OF SERVICES ARE AT YOUR SOLE AND EXCLUSIVE RISK.

您承认并同意，除根据本网站我们应承担的责任外，以及在适用法律允许的最大范围内，您使用和/或服务提供的风险应由您自行单独承担。

### **14 TERMINATION 终止**

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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.

本条款中的任何内容均不得被解释为使任何一方成为另一方的合伙人、合资经营者、代理人、法定代表人、雇主、员工或雇员。

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.

任何一方均无权，或不得针对任何第三方表示其有权作出任何类型的声明、陈述或承诺，或采取对另一方具有约束力的任何行为，除非本协议中有规定或经受约束的一方书面授权。

These Terms are non-exclusive and do not prohibit Service providers from offering pet care services via other means or third parties.

本条款为非排他性的，不禁止服务提供方通过其他方式或第三方提供宠物护理服务。

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.

本条款的任何条款或规定的无效性、非法性或不可执行性，不得影响本条款任何其他条款或规定的有效性、合法性或可执行性。

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.

如果某一条款或规定被认定为无效或不可执行，则双方同意使用有效、可执行，且最接近该无效或不可执行条款或规定的意图的条款或规定，以取代该条款或规定，本条款将在修改后具有执行力。

To the maximum extent possible under applicable local law, the Terms will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

在当地适用法律允许的最大范围内，本条款将对本协议双方的法定代表人、继承人和受让人均具有约束力，并确保其利益。

## 15 LAW AND JURISDICTION 法律和管辖

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The Terms shall be governed by and construed in accordance with the laws of the People's Republic of China.

本条款受中华人民共和国法律管辖并按其解释。

Any dispute arising out of, or in connection with, the Terms shall be exclusively submitted to the Shanghai International Economic and Trade Arbitration Commission (the “**SHIAC**”) and shall be finally settled through arbitration before SHIAC, in accordance with the arbitration rules of SHIAC in force at the date of applying for arbitration.

因本条款引起的或与本条款有关的任何争议，均应排他地提交至上海国际经济贸易仲裁委员会（“**SHIAC**”），并应按照申请仲裁之日实行的SHIAC仲裁规则，通过SHIAC仲裁终局解决。

Arbitration shall be held in Shanghai.

仲裁地点为上海。