

MeetArrive – Booking Terms & Conditions

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Welcome to MeetArrive! We're a meeting-first space designed for effectiveness, engagement, and ease. We believe in being clear, fair, and human with no hidden fine print. Just mutual respect, common sense, and great meetings. These Booking Terms & Conditions (these “**Booking Terms**”) are entered into between Arrive 150York Ltd. (“**MeetArrive**”, “**we**”, “**us**” or “**our**”) and the individual or entity set out in the attached invoice (“**Client**”, “**you**” or “**your**”). These Booking Terms govern your booking, rental and use (the “**Booking**”) of the location identified in the attached invoice (the “**Premises**”). By making a payment of the amounts owed under the invoice associated with this this Booking (the “**Booking Invoice**”), you agree to these Booking Terms, including any terms and conditions linked-to or referenced herein. If you do not agree to these Booking Terms, you should not proceed with a Booking or confirm the Booking with us.

These Booking Terms are effective as of the earliest of the date: (a) of your Booking Invoice; (b) you pay any fees associated with your Booking; or (d) the date you access the Premises in connection with your Booking.

You acknowledge MeetArrive’s Privacy Policy located at www.meet-arrive.com/privacy (the “**Privacy Policy**”), as revised from time to time. By agreeing to these Booking Terms, you consent and agree to our collection, use and disclosure of personal information as described in our Privacy Policy.

1. **Grant of License.** Subject to your compliance with the provisions of these Booking Terms and payment of any fees set out in your Booking Invoice, we grant you a non-exclusive, non-transferable, non-refundable, revocable license to access and use the Premises during the designated booking period solely for lawful, permitted activities. You may only attend to the Premises during the time set out in your Booking Invoice, and you shall fully vacate the Premises upon the end of or prior to the end time set out in your Booking Invoice. In the event you require additional time or an extension of a Booking, you must contact us and pay any applicable fees in connection to such extension, and shall only continue use of the Premises after receiving written confirmation of your extension from us. Unauthorized attendance at the Premises beyond the end time of a Booking constitutes trespass and may result in penalties, fines or criminal charges.
2. **Condition and Acceptance of Premises.** You accept the Premises on an “as-is, where-is” basis and except as expressly set out in these Booking Terms, you acknowledge that no representations, warranties or covenants have been made regarding the Booking or the Premises, including its condition, suitability or fitness for a particular purpose. You acknowledge that except as expressly set out in these Booking Terms, we have no obligation to modify, clean or improve the Premises prior to or during the Booking.
3. **Fees, Payment and Cancellations.** All fees associated with the Booking (“**Fees**”) must be paid in full prior to your attendance at the Premises. Upon payment of any amounts owed under your Booking Invoice, your Booking shall be considered confirmed and we will send you a booking Confirmation in relation to same. We may retain a security deposit or maintain the right to charge you for incidental charges, but we will let you know of this in the attached invoice or through other correspondence before your booking is confirmed. In rare instances, we may be required to cancel your Booking for any reason, at our sole discretion, in which case we will provide you a full refund or a credit that can be used for future bookings. Otherwise Bookings are non-refundable, but you may cancel/change your booking to receive a credit for the Fees as follows:
 - where you cancel 7 days or more before the time of the Booking: 100% of Fees credited to you for use for future bookings.
 - where you cancel between 2 to 7 days before the time of the Booking: 50% of Fees credited to you for use for future bookings.
 - where you cancel less than 48 hours before the time of the Booking: no credit available for future bookings.

Additional fees and services in connection with Third-Party Services (as defined in Section 7) may be subject to additional fees or penalties in the event of cancellation. You should check any terms and conditions governing these third-party services to understand what their cancellation policies are.

4. **Our Responsibilities.** When you make a Booking with us, attend a Premises relating to your Booking or otherwise engage with us in connection with a Booking or Booking Invoice, we will:
 - **comply with any applicable laws in connection with the Booking**, including but not limited to local zoning, permitting, or tax laws. Zoning and use restrictions are in place to protect people, including your guests.
 - **accurately represent the nature, condition, and pricing of the Premises.** We will use our best efforts to only offer Premises that are available for booking, and are ready with any features or amenities expressly set out in the Premises description we provide to you. Images of the Premises received from third-parties or otherwise not provided by us shall not be considered as a description of the features or amenities we provide to you.
 - **honour Fees communicated to you relating to the Premises or your Booking.** Any Fees charged to you will be communicated honestly and openly, and any quote provided by use relating to a Booking will be honoured for 10 business days after provided, regardless of any pricing or fee changes from our end. Please note that the foregoing shall not apply to fees applicable to services provided by third-parties that you may use in conjunction with your Booking with us, even if such services by third-parties are facilitated or booked through us.
 - **respect your information.** We will only use any information you provide to us in accordance with our Privacy Policy. We will not use, misuse or share information, images, or descriptions you provide to us except as set out in the Privacy Policy. This includes any recommendation or testimonial you provide to us – we would love a recommendation or testimonial, but will not publish it until you give us permission to do so.
 - **never violate your or other people's privacy (even though we do maintain cameras throughout the Premises).** While there is a general expectation of host supervision during a Booking to maintain safety standards, which includes video surveillance throughout the Premises, we will take commercially reasonable steps to avoid violating your privacy in any capacity, except as required to comply with applicable laws. It is your responsibility to inform guests that attend the Premises with you that they are under video surveillance, and we will ensure that appropriate signage and notice relating to these cameras is on display publicly at the Premises.
5. **Your Responsibilities.** When you make a Booking with us, attend a Premises, including any common area, studios, parking lots or digital spaces associated with the Premises, relating to your Booking or otherwise engage with us in connection with a Booking or Booking Invoice, you must, and must not permit any guests attending your Booking with you:
 - **comply with these Booking Terms, and all applicable laws, regulations, rules and ordinances in connection with your Booking, the Premises or any Booking Invoice.**
 - **only agree to these Booking Terms** if you are over the age of 18.
 - **damage the Premises, or use the Premises in a manner that could result in damage to the Premises.**
 - **Adhere to any restrictions and limitations specifically set out in relation to the Premises.** This includes a maximum number of guests that can attend, the time during which the Premises can be attended, or any other rules or restrictions identified in the description of the Premises, identified in your Booking Invoice, or set out in any policies made available at the Premises.

- **maintain a zero tolerance policy for harassment, threats, discrimination or misconduct of any kind.** Harassment, misconduct or discriminatory or offensive behaviour of any kind against us, our staff, or any or any others for any reason, including based on their race, sex, gender, ethnicity, national origin, sexual orientation, disability, or any other legally protected class is illegal and strictly prohibited. You must also not engage in any conduct, whether direct or indirect or intentional or unintentional, that would be considered threatening, or abusive, including: verbal abuse, intimidation, uttering threats, physical violence or assaults, or threats of physical violence, or sexual harassment, including unwelcomed sexual advances, gestures, commentary or innuendo.
- **obtain the necessary consents for any photography, video or content or media you create or capture.** You are welcome to take photos or develop content for use by you, your team, your company or others. We love when our guests post and tag us! Please ask and we can help with pictures or help coordinate professional photography or content development with a third-party service provider. However, you must obtain approval for any photography or filming of the Premises, the staff or other individuals attending the Premises for commercial use. You must provide a certificate of insurance for any large production equipment you bring to the Premises, and obtain our prior approval before you bring in any such equipment. We are not responsible for any damages or losses incurred to such equipment or any other contents you bring to the Premises.
- **not endorse or promote illegal or harmful activities,** including obscene content or encouraging activity that may lead to other users harm. Further, you should not access or use the Premises for any illegal, offensive or objectionable purpose. If we believe that you are not complying with any of these conditions, we may require you to vacate the Premises and suspend or terminate your right to make future bookings immediately. While use of marijuana is or may become legal in some jurisdictions, it is strictly prohibited under federal law and may not be grown, sold, distributed or used in any of our Premises. Customers will also comply with all applicable related to alcohol and other controlled substances.
- **not engage in activity that may subject us, our brand or the Premises to a security, health, safety, legal or reputational risk.** You are prohibited from doing anything that may harm or intimidate users or staff or interfere with their use of the space, or otherwise engage in any activity that poses a health, safety, legal or reputation risk to the Company, its personnel and/or any other attendees of the Premises. This includes threatening or harassing others; posting undeserved or disproportionate reviews, or reviews that do not reflect your experience; attempting to extort other users for discounts or favorable reviews; actions that are retaliatory, retributory or adverse in response to a report, complaint or suspension, whether verbal, or digital; or threatening legal action. Anyone threatening our company, or our employees will be removed from the premises, and reported to law enforcement. You may not engage in behavior or in a manner that violates this Term of Use Agreement or harms, dilutes, or misuses our brand.
- **not share personal or sensitive information for your protection, and preserve the privacy of others.** You should not share personal or sensitive information about yourself or anyone other than as required in connection with your Booking. This includes your home address, phone number, payment information, or other sensitive information that could lead to fraud or identity theft. This may be a safety risk to you and others. You should also maintain the confidentiality and privacy of your guests and any other individuals attending the Premises while you are attending your Booking.
- **not use the Premises except as authorized, misrepresent yourself or provide any false or inaccurate information to us.** No one should provide a false name, phone number, address, or description of the purpose for the Booking.
- **not disturb our neighbours or common areas at the Premises.** You should not utilize or damage common areas or the Premises except as permitted under your Booking Invoice. You represent and warrant that you will maintain and keep clean the Premises and its common areas in the same condition they were received, and shall inform us of any

issues you see in relation to the foregoing. You should obtain special permits where necessary and make parking arrangement as needed so that it does not impede the access of others around you.

6. **Remedies.** Any person found to have violated Section 5 may, at our discretion, be subject to any or all of the following:
 - immediate ejection from the Premises, without refund;
 - a Permanent and irrevocable ban from the Premises or the ability to make any future bookings;
 - the filing of a report to law enforcement or any civil court or governing body where such behaviour constitutes criminal behaviour or civil liability; or/and
 - financial liability, penalties and fines arising from any damage, loss or consequential impact arising from your violation or breach of this Section.
7. **Third-Party Services.** Completing a Booking may allow you to book or coordinate services provided by third-parties, including caterers, bartenders, servers, photographers, content producers, or other third-party service providers ("**Third-Party Services**"). You are responsible for all fees and taxes that may be charged for the use of Third-Party Services, whether booked directly with the third-party or through the services we provide in connection with your Booking. You use of any Third-Party Services at your own risk. We makes no representations or warranties with respect to, nor do we guarantee or endorse, any Third-Party Services. We does not guarantee the continued availability of any Third-Party Services, and we may disable or remove the ability to book any or all Third-Party Services through our services, at our sole discretion and without notice to you. Your dealings with any third-party service provider are solely between you and such provider of the applicable Third-Party Services. Accordingly, we expressly disclaim responsibility and liability for all Third-Party Services, and you agree that we shall not be responsible for any loss or damage of any sort incurred as a result of any such dealings or as a result of your use of Third-Party Services. If you have any issues with a Third-Party Service, you must contact the provider of the Third-Party Service directly.
8. **Photo Release.** You acknowledge and agree that MeetArrive may take photos or record videos of the Premises, and you grant permission to MeetArrive to: (a) record your presence and appearance while at the Premises on videotape, audiotape, film, photograph or any other medium; (b) use your name, likeness, voice and biographical material in connection with such recordings; (c) exhibit or distribute such recordings in whole or in part without restrictions or limitation for marketing and promotional purposes or any other legal purpose that MeetArrive may deem appropriate or necessary; and (d) copyright such recordings in its own name or to publish, to market and to assign without consideration, compensation, notice, acknowledgement, credit to you.
9. **Waiver and Release.** You assume all risks associated with use of the Premises or making a Booking, except in the event of our violation of these Booking Terms or our gross negligence or willful misconduct. Otherwise, you expressly waive any and all claims against us and our directors, shareholders, employees and agents for any personal injury or death, property loss, theft, or damage in connection with your Booking or attendance at the Premises. You further hereby release and forever discharge us, our directors, shareholders, employees and agents from any claims, liability, damages or losses arising from or in connection with your Booking or your attendance of the Premises, except to the extent caused by our gross negligence, fraud or willful misconduct.
10. **Limitation of Liability.** IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF MEETARRIVE (AND ITS DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, SUPPLIERS AND AGENTS, AND THE PROVIDERS OF THIRD PARTY SERVICES) FOR ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING LEGAL FEES AND EXPENSES) (COLLECTIVELY "**LOSSES**") TO YOU RELATED TO YOUR BOOKING, THE PREMISES OR ANY SERVICES PROVIDED BY US IN CONNECTION THEREWITH, OR THESE BOOKING TERMS, EXCEED THE LESSER OF (A) THE DIRECT DAMAGES SUFFERED BY YOU, OR (B) \$100. IN NO EVENT WILL MEETARRIVE (OR ITS DIRECTORS, OFFICERS,

EMPLOYEES, PARTNERS, SUPPLIERS OR AGENTS, OR THE PROVIDERS OR THIRD-PARTY SERVICES) BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES, OR FOR ANY LOSS OF REVENUE, SAVINGS, INCOME, BUSINESS, PROFIT, GOODWILL OR REPUTATION WHATSOEVER BASED ON ANY LEGAL THEORY (INCLUDING TORT OR NEGLIGENCE), AND EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. In some circumstances, applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages. Solely to the extent that such law applies to you, some or all of the above waivers, releases, exclusions or limitations may not apply to you.

11. **Indemnity.** You will indemnify and hold MeetArrive (and its directors, officers, employees, partners, suppliers and agents) harmless from all Losses arising from your use of the Premises, or your breach of these Booking Terms.
12. **Amendments.** These Booking Terms may be updated from time to time, and we will make commercially reasonable efforts to provide notice of such amendments before they come into effect. If these Booking Terms change between the time you enter into a Booking Invoice and you attend to your Booking, and you do not agree to the amendments, you may refuse such amendments and cancel your Booking for a full refund – there will be no cost or penalty for doing so. Your continued use of our services or payment of any additional or future Booking Invoices after amendments to these Booking Terms are in effect shall mean that you hereby agree to the amended Booking Terms. You agree to review these Booking Terms regularly to determine your rights and responsibilities.
13. **General.** These Booking Terms, and any dispute, controversy or claim arising under, out of, in connection with your Booking, the Premises, these Booking Terms, or their subject matter, negotiation, performance, renewal, termination, interpretation, or formation, shall be governed by and interpreted according to the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario, without regard to any conflicts of law rules that might apply the laws of any other jurisdiction. If any provision of these Booking Terms is unlawful, void, or unenforceable, then that provision shall be deemed severed from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions. All our rights and remedies granted or recognized in these Booking Terms are cumulative, are in addition to and not in substitution for any rights or remedies at law and may be exercised at any time and from time to time independently or in any combination. Our affiliate, Arrive Holdings LLC is a third-party beneficiary to these Booking Terms. There are no other third-party beneficiaries to these Booking Terms. In these Booking Terms, (a) references to currency are to the lawful money of Canada, (b) “person” includes individuals, corporations, partnerships, joint ventures, associations, trusts, unincorporated organizations, societies and all other organizations and entities recognized by law, and (c) “including” (and similar variations) means including without limitation. These Booking Terms, together with our Platform Terms of Use available at www.meet-arrive.com represent the entire agreement between you and we with respect to your Booking, or any services we provide to you in connection with your Booking, and they supersede all prior or contemporaneous terms, agreements, communications and proposals, whether electronic, oral, or written between you and we with respect to any of the foregoing. Failure by us to insist on strict performance of any of the terms or conditions of these Booking Terms will not operate as a waiver by us of that or any subsequent default or failure of performance. You may not assign these Booking Terms or any Booking without our prior written consent. These Booking Terms will enure to the benefit of and will be binding on you and we and your and its respective successors and permitted assigns.