

Terms and Conditions Agreement

User Agreement www.sitstay.pet

The Terms of Service for SitStay Pty Ltd (“SitStay” or referred to in this document as “us”) are outlined as follows. Please contact us if you have any other questions.

The SitStay Terms and Conditions (updated August 2018) outlines SitStay’s and your obligations and responsibilities when using our platform.

SitStay enables Pet Owners to find Vet Nurse Sitters to provide housing for Pets and/or other Professional Services. The Online Platform was established to assist users with booking said services.

As a user of SitStay and by logging onto our server, whether you are registered or not, you agree to comply and be legally bound to our Terms and Conditions (herein referred to as T&C’s). If you do not agree to our terms, you must not use our website and the service cannot be provided to you.

You must be over the age of 18 to use our services and by accessing our information, you confirm that you are 18 years or older, or you have the permission of your guardian and your guardian must confirm that they are willing to take full responsibility and accountability for your actions.

By using our website, you agree that you are not under a disability that may affect your ability to enter into a legally binding agreement, and as such a legally binding agreement is created between each owner and vet nurse when the pet service is booked through the website.

The website facilitates the services through our platform where vet nurses may set up listings for professional pet services and owners may find, initiate and book such services. We are **not** a party to the agreement between you and the vet nurse and we take **no responsibility** for the actions of vet nurses, owners, pets or any other user of the platform.

We disclaim all liability to the maximum extent as permitted by the law of Victoria and Australia.

Please read our terms and policies, including our privacy policy carefully before using our platform.

1. Glossary

All defined terms in this Agreement have the meaning given to them in this glossary.

1.1	Account	This is the record of information created when the registration process is completed on our system, whether this is owners or vet nurses.
1.2	Booking	The engagement between the Vet Nurse Sitter and the Owner. This is completed by paying the relevant booking deposit to secure the booking.
1.3	Insurance	Public liability insurance owned by us to cover our Vet Nurse Sitters from liability. We are covered by GIO Insurance. Information as to our insurance, can be located at: https://www.sitstay.pet/the-serious-stuff
1.4	Listing	This is the offer from the Vet Nurse Sitter to the Owner.
1.5	Owner	The Owner is person responsible for their pet and that person is engaging with the Vet Nurse for the service provided.

1.6	Pet		Dog, Cat, Bird, Rabbit, Snake, Rat, Chicken, Horse, Guinea Pig, that is the subject of the engagement.
1.7	Professional Service	Pet	The service provided by the Vet Nurse to the Owner for the Pet pursuant to the booking on our platform.
1.8	Professional Service Fee	Pet	The fee payable for the service booking.
1.9	Platform		The software applications and website that enables the owner to search for and book the professional pet service offered by the Vet. Basically, this is how we provide our services to you.
2.0	Profile		The part of your account that is visible to our community.
2.1	Vet Nurse Sitter		The Vet Nurse that registers with SitStay and creates a listing/offer to provide the professional pet services via our platform.
2.2	Stay		The duration during which the vet nurse provides the service to the owner.
2.3	Third Party Provider		SitStay Pty. Ltd. third party agents, contractors, distributors, merchants or sponsors or any User (including providers of medical or other services in respect of a Pet);
2.4	User		The account holder on our platform
2.5	User Generated Content		A specific type of content submitted or uploaded on our platform.
2.6	Withholding period		The period of 72 hours following the date specified in the booking for the completion of the professional pet services.
2.7	You		The person who accesses or uses the platform; this includes, user, vet nurse sitter, owner or provider.

2. DISCLAIMER AND LIABILITY

- 2.1 The material and information contained on this website is for general purposes only. SitStay, including its partners, agents, contractors, officers, directors, shareholders, employees and other third parties associated (“our affiliates”) or involved in the platform, to the maximum extent not prohibited by law, in no circumstances shall SitStay be liable to you or any third parties for any loss or damage (including without limitation, damage for loss of business) arising directly or indirectly from your use of or inability to use, this site or any of the material contained in it, or caused by our services, the professional pet services or any other use of our platform, including without limitation, loss or damage, suffered as a result of negligence.
- 2.2 SitStay makes no representations or warranties of any kind, express or implied about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information by our vet nurse sitters or users. Any reliance you place on such material is therefore strictly at your own risk.
- 2.3 SitStay will not be liable for any false, inaccurate, inappropriate or incomplete information presented on a profile. Although every effort is made to check reliability, due to the nature of the internet and the technology involves, SitStay takes no responsibility for issues beyond its control or for any loss or damage suffered.
- 2.4 By engaging in our services and entering our platform, you acknowledge that you are solely responsible for any relationship or arrangement between you and another user, and you are entering any transaction or dealing with another user at your own risk. Users accept liability to any agreement and while we make every effort to ensure the material being presented is accurate, we are not a party to any agreement or arrangement entered into or between users.
- 2.5 We are not responsible for dispute resolution between parties, and we are not obliged to be involved in such disputes. If you are party to a dispute between two or more users, you acknowledge to release us (and our affiliates) from any claims, demands or damages (direct or indirect) arising out of or in connection with such dispute.
- 2.6 We reserve the right to change our Terms and Conditions at any time and will endeavour to give as much notice as possible before such changes take place.

- 2.7 The user assumes all responsibility and risk for the use of this website and the Internet generally. We accept no liability or responsibility to any person as a consequence of any reliance upon the information contained in this site. Under no circumstances, including negligence, shall anyone involved in creating or maintaining this website be liable for any direct, indirect, incidental, special or consequential damages, or loss profits that result from the use or inability to use the website and/or any other websites which are linked to this site. Nor shall they be liable for any such damages including, but not limited to, reliance by a member or visitor on any information obtained via the website; or that result from mistakes, omissions, interruptions, deletion of files, viruses, errors, defects, or failure of performance, communications failure, theft, destruction or unauthorised access. States or Countries which do not allow some or all of the above limitations of liability, liability shall be limited to the greatest extent allowed by law.
- 2.8 Visitors agree to use the website only for lawful purposes and are prohibited from posting on the website any unlawful, harmful, threatening, abusive, harassing, defamatory, or obscene material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law. Although in the absence of a specific complaint the postings are monitored for compliance with this provision, to discourage such conduct, please note that all postings in the forum area will list the author's name and institution - no anonymous postings are permitted.
- 2.9 You agree to indemnify SitStay (its employees and agents) for any loss suffered or liability incurred arising from any unlawful, unauthorised or improper access or use of the Website or any breach of these terms by you or your employees, contractors or representatives.
- 2.10 The Site may contain links to other sites on the internet. We are not responsible for the accuracy, legality, decency of material or copyright compliance of any third-party site.
- 2.11 You will at all times
- Comply with this Agreement and all applicable laws and regulations;
 - Only post accurate information and ensure you are aware of the laws that apply to you;
 - You will not use our platform for any illegal or immoral purpose;
 - You must maintain control of your account;
 - You allow us unrestricted, worldwide and royalty free license to use, reproduce, modify and adapt any content and information posted on our platform;
 - not be false, inaccurate or misleading or deceptive;
 - not engage in fraudulent behaviour;
 - violate any applicable laws;
 - indemnify SitStay for any breaches in our policy, and any loss caused directly or indirectly as a result of that breach;
 - be obscene, in our sole and absolute discretion, is in any way inappropriate or unlawful including but not limited to inappropriate or unlawful images;
 - You must comply with tax and regulatory obligations;

3. Compliance

3.1 All users of our platform, and those offering services or intending to offer services must comply with all applicable local, state, national and international laws and are responsible for obtaining all necessary licenses and permits. You are solely responsible for abiding by any applicable laws, including those relating to tax regulations, this is especially important for vet nurse sitters, and you confirm that you are liable for payment of tax on any amounts collected for providing professional pet services through our channel. You are responsible for all relevant laws relating to providing professional pet services, including without limitation with respect to the safe boarding of pets and the keeping of pets in a private residence.

3.2 SitStay accepts no responsibility for obtaining all permits, licenses and other permissions as required by the full extent of the law required to offer or provide any pet services. We assume no responsibility for a user's failure to obtain such permits, licenses, permissions or otherwise to comply with all applicable laws, rules or regulations.

4. Relationship

4.1 You acknowledge and accept that there is no relationship of principal and agent, employer and employee, partnership or joint venture between SitStay and any user. You will not represent to any person that you are authorised to exercise any responsibilities for or on behalf of SitStay.

4.2 We are not an employment service and do not serve as an employer of any user, and we do not provide any tax related advice. Please see a professional before engaging in our platform.

4.3 You are responsible for any tax, withholding or reporting, including but not limited to, unemployment insurance, payroll, Centrelink reporting, or any other income reporting in connection with your role in providing professional pet services.

4.4 You agree to indemnify SitStay for all actions, costs, expenses and liabilities (including any interest and penalty) relating to or in connection with your tax obligations.

5. OUR PLATFORM AND SITSTAY COMMUNITY

5.1 Our website or application can be used to book professional pet services provided by our vet nurses, shown as listings. SitStay sets pricing for relevant services carried out by Vet Nurses. Pricing is subject to change without prior notice. For the security of our Vet Nurses you are unable to view Listings as an unregistered visitor to the Platform. If you would like to book Professional Pet Services provided by the Platform or set up a listing for yourself, you need to register first to create an account.

5.2 Vet Nurse sitters must provide the professional pet services in accordance with the relevant booking, and each owner must pay the booking fee and service fee pursuant to the booking via the platform. SitStay connects the owner and the vet nurse sitter but does not have a role in the provision of the agreements. SitStay also does not have any control over the listings or professional pet services and is not responsible and does not take any responsibility for and disclaims any and all liability related to any and all listings and professional pet services provided by or used by users. Each owner uses the platform and the professional pet services provided by vet nurse sitters at his or her own risk. Subject to the withholding period, we will transfer the relevant service fee, less our fee to the vet nurses' nominated account, after the Vet Nurse has submitted a redeem request for payment.

5.3. The Vet Nurse acknowledges that, an owner may be legally entitled to a refund or other remedy with respect to the professional pet service under any applicable law, if so, each vet nurse must indemnify us with respect to all costs or expenses incurred with respect to the claim for a refund.

5.4 In using our service, the vet nurse sitter acknowledges that it will not provide any future professional pet services to the owner unless on our platform and the owner must not solicit any future pet services from the vet nurse sitter unless through our platform. The breach of this would mean that harm and damage would be caused to our platform and in the event of such breach, we reserve our right to suspend or terminate your access on our platform and/to our services.

6. OUR FEES AND CHARGES

6.1 Booking Fees

Registration on our platform is free and to register, you must complete the relevant forms as described. When using our services, you must pay our service fee and the booking fee with respect to bookings made through our system.

6.2 Service Fee

The vet nurse sitter must pay our service fee with respect to each booking made. This covers the costs of payment processing, public liability insurance, platform maintenance and customer support provided through our service. It also goes to further developing incentives such as the Crisis Fund, SitStay Back up, Vlogs and Blogs and partnerships with schools and events to further educate our SitStay community.

Our Service Fee is a fixed percentage of the Pet Service Fee (including GST) specified in the relevant Booking or such other amount specified. Our Service Fee is deducted from the Pet Service Fee which is payable to You as a Vet Nurse Sitter in accordance with these Terms.

6.3 Booking

The amount of 50% deposit or \$300 (whichever is lesser) is required to hold dates and schedule a meet and greet with your Vet Nurse. Once the Meet and Greet is complete, the owner then pays the amount in full to hold the date and lock in the service. The vet nurse will then get paid fifty percent at the commencement of the stay and the balance is paid once the booking has been marked as completed on our platform by both the vet nurse and the pet owner.

7. CANCELLATIONS

7.1 If an owner cancels a booking, the owner may be required to pay the relevant vet nurse sitter a cancellation fee in accordance with the terms of the booking. In the event that a cancellation fee is payable to a vet nurse sitter, the service fee will be deducted from such amount before the cancellation fee is payable to the vet nurse sitter. By engaging in our platform, you are acknowledging and agreeing to pay such cancellation fees as the need arises and in a timely manner.

7.2 **OWNER** If an owner cancels a booking after paying the deposit but before the service has been completed, the owner will be required to pay the cancellation fee to the relevant nurse sitter. By paying for a booking, including any pet service fees, you agree and accept the relevant vet nurse cancellation policy.

7.3 We offer a full refund to bookings cancelled seven days prior to the commencement date. If the booking is cancelled within this time frame, the owner will forfeit their deposit to a maximum value of \$300.00, unless the booking is rescheduled to a later date. We will then keep the booking fee and pay the vet nurse the remaining booking fee.

7.4 If the vet nurse cancels the booking and a suitable replacement is not found, a full refund will be issued to the owner.

Please note, the deposit payable by the owner is non-refundable, except in exceptional circumstances where the relevant booking is cancelled by the vet nurse and a suitable replacement cannot be found.

To cancel a booking and receive a full refund, the owner must immediately notify us in writing by selecting “contact us” on our website and when the cancellation has been processed, we will notify both parties and make the relevant payments.

7.5 **VET NURSE** To allow for a replacement, please contact both the owner and us as soon as possible and we will review the cancellation on a case by case basis, we then reserve the right to suspend or terminate the vet nurse sitter profile and we ask that you only accept bookings that you can commit to. For this reason, SitStay strongly recommends all Owners and Vet Nurses to organise a Meet & Greet before the Vet Nurse accepts and agrees to commit to the Booking. Once a deposit is paid 50% or \$300 (whichever is less) to secure the dates, the pet owner and vet nurse should arrange a mutually suitable time for a meet and greet. Once both parties are satisfied the balance of the invoice is due to complete the booking. Additional Meet and greets can be purchased – first one is free.

8. PAYMENTS

8.1 Your security is important to us. We do not store your credit card information and online payments are passed via a secure socket layer to a payment processor where your information is given a random number to represent your payment. The payment processor is compliant and this ensures that your information is being handled in accordance with industry security standards.

8.2 By using a credit card on our community, you warrant that you are the cardholder and that the billing information provided is accurate and authorise us or the third-party payment gateway to charge the designated credit card for the total amount of the payment, plus GST.

8.3 All payments and purchases made in connection with Sit Stay are non-refundable unless otherwise provided for in our terms and conditions.

By the use of your credit card, you agree and acknowledge that;

1. We may disclose those details to the Payment Gateway Provider;
2. You authorise to charge your credit card for amounts due and payable, including our service fee, and booking deposit and any third party with respect to medical issues;
3. You will pay on demand any costs or expenses incurred and that are related to your credit card, such as merchant, dishonour interest and overdrawing fees, veterinary fees, council fines, and additional charges related to bookings.

9. EMERGENCY

9.1 In the case of an emergency, you are given our telephone number to contact us as soon as possible. The Vet Nurse sitter must provide all relevant details of any emergency so the owner, owner's emergency contact or we can determine if veterinary care is required. If you cannot contact the owner or his/her emergency contact, we will take reasonable efforts to contact the owner and notify them of the situation.

9.2 If the owner or his/her emergency contact cannot be contacted, the owner authorises the vet nurse sitter and us to take all actions *reasonable* required to obtain the required veterinary care and/or any other medical assistance as reasonable in such emergency. We take the health and care of your pet extremely seriously.

9.3 If the vet nurse and the owner agree in writing as to the procedure to be followed, the vet nurse must comply with such directions. If the directions are not sufficient and there is an event that is reasonably foreseeable or unforeseeable, the vet nurse must act in good faith, reasonably appropriate and in the best interests of the pet (provided that the owner cannot be contacted).

9.4 If we or the vet nurse sitter obtains any veterinary care while in the vet nurse's care, to the maximum extent allowable by law, the owner must indemnify the us (or our affiliates) and the vet nurse sitter for all reasonable costs, expenses and liabilities incurred, release and hold harmless us and our affiliates from and against any liability that may arise (whether in contract, tort, statute or otherwise) as a result of the vet nurse sitter failing and/or neglecting to seek veterinary care or medical assistance in respect of a pet.

9.5 Each Owner agrees that any costs or expenses incurred in connection with obtaining veterinary care or other medical assistance with respect to the Owner's Pet under a Booking may be charged directly to the Owner's credit card or PayPal account. The Owner also authorizes the Payment Gateway Provider to charge any amount that we consider to be the subject of such indemnity. These amounts may be charged from the nominated bank or PayPal account of the Owner using any credit card or PayPal details provided by the Owner.

10. INSURANCE

10.1 We recommend that you engage in your own insurance for the professional pet services provided, and our insurance is secondary to any policy that you have. We are not held responsible for the failure of the vet nurse sitter or the owner to have the relevant insurance policy in place. You are responsible for understanding the limitations and PDS of your insurance policy, including exclusions and deductibles. It is important that you notify or have a conversation with your insurer regarding your intention of engaging in the service of a vet nurse sitter to ensure that you are adequately covered. Please read the conditions of our insurance under the website to understand what you are and are not covered for via our insurance policy.

We are insured by GIO for public and products liability at the limit of \$5,000,000.00 and property to the sum of \$250,000.00.

11. PROPERTY DAMAGE

11.1 By engaging in our services, you acknowledge and agree that we do not take any responsibility to reimburse or otherwise cover you for any property damage whatsoever, including but not limited to, property damage caused by a pet or by a vet nurse to the vet nurse sitter's or owner's property or any other person's property at the household where the service is being provided. You agree to indemnify, release and hold harmless Sit-Stay with respect to any cost, expense or liability that may be incurred directly or indirectly in connection to the service provided.

11.2 We are not party to any agreement between the users of our community and any dispute relating to damage is to be resolved between the parties, however, below is our guideline for asserting reasonable damage;

Types of Damage

<p><u>Caused by Pet</u></p>	<p>If reasonable steps have been put in place to prevent damage, then the onus is on the Owner to cover the cost of the damage caused. If the vet nurse sitter did not take reasonable steps and the damage was foreseeable, the vet nurse sitter should pay for the resulting property damage caused by the pet.</p> <p>The owner should inform the vet nurse about the behaviours of the pet, for example, if the pet is known to chew and scratch objects or if they are not toilet trained. Users are encouraged to communicate openly before the commencement of the service.</p>
<p><u>Caused by the Vet Nurse Sitter</u></p>	<p>If the owner's property is caused by the vet nurse sitter, and the damage was reasonable foreseeable, then the onus is on the vet nurse to reimburse the owner for the cost of the damage. If such damage does occur, the vet nurse sitter must report damage to the owner immediately.</p> <p>We ask that the vet nurse use their common sense and professional judgment in preventing damage and have appropriate precautionary measures in place to prevent damage.</p>

12. RISK MANAGEMENT

12.1 SitStay and its affiliates and third party providers and their respective directors, officers and/or employees disclaim all risk of any loss, liability or damage (including personal injury, property damage, or death to any person or animal), which may arise in relation to the User's use of our services. This disclaimer applies in any event of loss, even if the entities should have the knowledge or have been advised, of the possibility of such loss, liability or damage.

12.2 Except for liability outlined above, to the extent permitted by law, SitStay specifically disclaims all liability for any loss or damage (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, loss or damage relating to any inaccuracy of information provided, or the lack of fitness, arising out of or in any way connected with any transactions between Owner and Vet Nurse Sitter.

12.3 Except for liability outlined above, to the extent permitted by law, SitStay specifically disclaims all liability for any loss or damage (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, loss or damage relating to any inaccuracy of information provided, or the lack of fitness, arising out of or in any way connected with any transactions between Owner and/or Vet Nurse and Third Party Provider.

12.4 Except of liability outlined above, and to the extent permitted by law, SitStay is not liable for any consequential loss arising out of or in any way connected with the Vet Nurse Services or our online platform, our services, or the professional pet services arising in breach of contract, tort, negligence, breach of statutory duty or otherwise, to the maximum extent as permitted by law.

12.5 Except of liability outlined above, and to the extent permitted by law, SitStay disclaims all express or implied representations, guarantees, warranties and conditions in relation to the Platform and our services, including safety, fitness for particular purpose, title, non-infringement, reliability, and suitability.

12.6 By accessing our site, you acknowledge that SitStay or its entities do not have control over the transfer of data over communications, including the internet and such sites may be subject to delay and limitations. We do not have any responsibility for any delays or damage resulting from such.

12.7 To the maximum extent permitted by the law, each user assumes on behalf of itself and all third parties who may be exposed to any animal in connection with any use of the platform, all risk of liability, loss or damage, which may arise in relation to the use of our online platform, our services, or the professional nurse services. We are not responsible for any determination as to whether the service is appropriate or suitable for your pet, or if the nurse is appropriate or suitable for the provision of the pet service.

12.8 To the maximum extent allowed at law, we make no guarantee, representation or warranty regarding any user generated content, including the accuracy and reliability of any feedback, comments, or ratings.

12.9 We are not responsible for verifying or authenticating any user generated content, and each party must make the relevant enquiries, including medical issues, or other conditions that may be relevant to the provision of pet services.

13. USER OBLIGATIONS

13.1 You assume to act in good faith and respect to other users. If you do not, we reserve the right to review, suspend or terminate your account and access to our platform.

13.2 You will at all times (a) comply with this Agreement and applicable laws and regulations (b) only post accurate information (c) ensure that you are aware of any laws that apply to you as the owner and as the vet nurse in relation to using our platform.

13.3 You agree that any content may not be used on third party sites or for other business purposes without our prior permission.

13.4 You must not use our platform for any illegal or immoral purpose.

13.5 You grant us an unrestricted, worldwide, royalty free license to use, reproduce, modify and adapt any content and information posted on our platform.

13.6 You agree that any information posted on our platform must not in anyway, be potentially or actually harmful to any other user, harm includes, but is not limited to, economic loss or may be suffered by the owner or nurse vet sitter.

You must not post anything that is false, inaccurate or misleading or deceptive (b) be fraudulent (c) infringe on any other person's rights, patent, trademark etc (d) violate any applicable law, statute or regulation (e) be defamatory, threatening or harassing (f) be obscene or contain any material in our discretion that is inappropriate (g) contain any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of any Airtasker Platform, including, but not limited to viruses, trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or Personal Information.

13.7 If you are a vet nurse, you must have the right to provide services under a task contract and to work in Australia. You must comply with tax and regulatory obligations in relation to any payment received under the provision of pet services contract.

13.8 We reserve the right to suspend or terminate your account, if there are any breaches of our policies. We are entitled to suspend or terminate your account at any time if SitStay, in its sole and absolute discretion, is concerned by any feedback about you, or considers your feedback rating to be problematic for other SitStay Users.

14. CONTACT US AND PROVIDING FEEDBACK

We take our role and the values of those within our community very seriously, we welcome feedback and are constantly trying to improve our platform and services provided to you. We encourage you to actively engage in providing honest feedback on how we can continue to improve our services and also providing feedback on other users, in order to provide this information to other users to ensure that they are making a fully informed decision when choosing their vet nurse sitter or their owner. We encourage our users to actively provide their honest feedback about us, their owners, and their vet-nurse sitters!

15. OUR COMMUNITY AND DONATION PLEDGES

We are extremely passionate about our furry friends and so 15% of every Subscription will go into the SitStay Crisis fund. Pet Owners and Vet Nurses are able to nominate once off donations in addition to this or donate a percentage of the booking (vet nurse).

Vet Nurse Sitters have the option to donate a portion or all of their profits gained as a SitStay

Vet Nurse Sitter to a charity of their choice. If a Vet Nurse Sitter elects to do so, SitStay will transfer 100% of the specified earnings to the chosen charity(s) in accordance with the procedure set out on the Platform. Any donation made by a Vet Nurse Sitter is not tax-deductible. SitStay.Online will not disclose the Vet Nurse Sitter's identity to the relevant charity and the Sitter will not receive a receipt for any such donation.

OTHER ITEMS

We reserve the right to change our online rules at any time, without prior notice. We will do our best to notify you of changes as soon as possible by updating them on our platform. You agree that you will review our terms and conditions from time to time as certain provisions of terms may be superseded by legal notices etc by using our platform, you are accepting such changes. The laws will be governed by the State of Victoria, without regard to its conflict of law provisions and all users submit to the exclusive jurisdiction of the State of Victoria Courts relating to our terms of services.

You may not assign any of your rights or obligations under these terms without our prior written approval from us. Any alleged assignment in violation of this section shall be void. All and any rights expressly granted herein are reserved by us.