

Terms of Use

Effective as of September 2, 2015.

The terms and conditions stated herein (collectively, the “Agreement”) constitute a legal agreement between you and Eden App, Inc., an Ontario corporation (“Eden”). In order to use the Service (defined below) and the associated Application (defined below) you must agree to the terms and conditions that are set out below. By using or receiving any services supplied to you by Eden (collectively, the “Service”), and downloading, installing or using any associated application supplied by Eden which purpose is to enable you to use the Service (collectively, the “Application”), you hereby expressly acknowledge and agree to be bound by the terms and conditions of the Agreement, and any future amendments and additions to this Agreement as published from time to time at <https://www.edenapp.com/terms> or through the Service.

Eden reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service or Application at any time, effective upon posting of an updated version of this Agreement on the Service or Application. You are responsible for regularly reviewing this Agreement. Continued use of the Service or Application after any such changes shall constitute your consent to such changes.

EDEN DOES NOT PROVIDE LANDSCAPING OR OTHER HOME SERVICES, AND EDEN IS NOT A LANDSCAPING OR HOME SERVICES PROVIDER. IT IS UP TO THE THIRD PARTY LANDSCAPING OR HOME SERVICES PROVIDER, MOWING PROFESSIONAL OR OTHER HOME SERVICES PROFESSIONAL TO OFFER SERVICES WHICH MAY BE SCHEDULED THROUGH USE OF THE APPLICATION OR SERVICE. EDEN OFFERS INFORMATION AND A METHOD TO OBTAIN SUCH THIRD PARTY LANDSCAPING AND HOME SERVICES, BUT DOES NOT AND DOES NOT INTEND TO PROVIDE LANDSCAPING OR OTHER HOME SERVICES OR ACT IN ANY WAY AS A LANDSCAPE PROVIDER, AND HAS NO RESPONSIBILITY OR LIABILITY FOR ANY LANDSCAPING OR OTHER HOMES SERVICES PROVIDED TO YOU BY SUCH THIRD PARTIES.

KEY CONTENT-RELATED TERMS

“Content” means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

“Eden Content” means Content that Eden makes available through the Service or Application, including any Content licensed from a third party, but excluding User Content.

“User” means a person who accesses or uses the Service or Application.

“User Content” means Content that a User posts, uploads, publishes, submits or transmits to be made available through the Service or Application.

“Collective Content” means, collectively, Eden Content and User Content.

REPRESENTATIONS AND WARRANTIES

By using the Application or Service, you expressly represent and warrant that you are legally entitled to enter this Agreement. If you reside in a jurisdiction that restricts the use of the Service because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Application and Service. Without limiting the foregoing, the Service and

Application is not available to children (persons under the age of 18). By using the Application or Service, you represent and warrant that you are at least 18 years old. By using the Application or the Service, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. Your participation in using the Service and/or Application is for your sole, personal use. You may not authorize others to use your user status, and you may not assign or otherwise transfer your user account to any other person or entity. When using the Application or Service you agree to comply with all applicable laws from your home nation, the country, state and city in which you are present while using the Application or Service.

You may only access the Service using authorized means. It is your responsibility to check to ensure you download the correct Application for your device. Eden is not liable if you do not have a compatible handset or if you have downloaded the wrong version of the Application for your handset. Eden reserves the right to terminate this Agreement should you be using the Service or Application with an incompatible or unauthorized device.

By using the Application or the Service, you agree that:

You will only use the Service or Application for lawful purposes; you will not use the Services for sending or storing any unlawful material or for fraudulent purposes.

You will not use the Service or Application to cause nuisance, annoyance or inconvenience.

You will not impair the proper operation of the network.

You will not try to harm the Service or Application in any way whatsoever.

You will not copy, or distribute the Application or other content without written permission from Eden.

You will only use the Application and Service for your own use and will not resell it to a third party.

You will keep secure and confidential your account password or any identification we provide you which allows access to the Service.

You will provide us with whatever proof of identity we may reasonably request.

You will only use an access point or 3G data account (AP) which you are authorized to use.

LICENSE GRANT, RESTRICTIONS AND COPYRIGHT POLICY

LICENSES GRANTED BY EDEN TO EDEN CONTENT AND USER CONTENT

Subject to your compliance with the terms and conditions of this Agreement, Eden grants you a limited, non-exclusive, non-transferable license: (i) to view, download and print any Eden Content solely for your personal and non-commercial purposes; and (ii) to view any User Content to which you are permitted access solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service, Application or Collective Content, except as expressly permitted in this Agreement. No licenses or rights

are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Eden or its licensors, except for the licenses and rights expressly granted in this Agreement.

LICENSE GRANTED BY USER

We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit User Content. By making available any User Content on or through the Service or Application, you hereby grant to Eden a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such User Content only on, through or by means of the Service or Application. Eden does not claim any ownership rights in any User Content and nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit any User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Service or Application. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Service or Application or you have all rights, licenses, consents and releases that are necessary to grant to Eden and to the rights in such User Content, as contemplated under this Agreement; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or Eden's use of the User Content (or any portion thereof) on, through or by means of the Service or Application will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

APPLICATION LICENSE

Subject to your compliance with this Agreement, Edengrants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on a single mobile device or computer that you own or control and to run such copy of the Application solely for your own personal use. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store ("App Store Sourced Application"), you will use the App Store Sourced Application only: (i) on an Apple-branded product that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Eden reserves all rights in and to the Application not expressly granted to you under this Agreement.

ACCESSING AND DOWNLOADING THE APPLICATION FROM ITUNES

The following applies to any App Store Sourced Application:

You acknowledge and agree that (i) this Agreement is concluded between you and Eden only, and not Apple, and (ii) Eden, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty

obligation whatsoever with respect to the App Store Sourced Application. As between Eden and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Eden.

You and Eden acknowledge that, as between Eden and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

You and Eden acknowledge that, in the event of any third party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Eden and Apple, Eden, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

You and Eden acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof.

Without limiting any other terms of this Agreement, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Application in any way; (ii) modify or make derivative works based upon the Service or the Application; (iii) create Internet "links" to the Service or "frame" or "mirror" any Application on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Application in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service or Application, or (c) copy any ideas, features, functions or graphics of the Service or Application, or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service or Application.

You shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application or Service or the data contained therein; or (v) attempt to gain unauthorized access to the Application or Service or its related systems or networks.

Eden will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Eden may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement. You acknowledge that Eden has no obligation to monitor your access to or use of the Service, Application or Collective Content or to review or edit any Collective Content, but has the right to do so for the purpose of operating the Service and Application, to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Eden reserves the right, at any time and without prior notice, to

remove or disable access to any Collective Content that Eden, at its sole discretion, considers to be in violation of this Agreement or otherwise harmful to the Service or Application.

COPYRIGHT POLICY

Eden respects copyright law and expects its users to do the same. It is Eden's policy to terminate in appropriate circumstances Users or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

PAYMENT TERMS

Any fees that the Eden may charge you for the Application or Service, are due immediately and are non-refundable. This no refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate your usage, disruption caused to our Application or Service either planned, accidental or intentional, or any reason whatsoever. Eden reserves the right to determine final prevailing pricing – Please note the pricing information published on the website may not reflect the prevailing pricing.

Eden, at its sole discretion, may make promotional offers with different features and different rates to any of our customers. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. Eden may change the fees for our Service or Application, as we deem necessary for our business. We encourage you to check back at our website periodically if you are interested about how we charge for the Service of Application.

INTELLECTUAL PROPERTY OWNERSHIP

Eden alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Application and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Application or the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Application or the Service, or any intellectual property rights owned by Eden. The Eden name, the Eden logo, and the product names associated with the Application and Service are trademarks of Eden or third parties, and no right or license is granted to use them.

THIRD PARTY INTERACTIONS

During use of the Application and Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through the Application or Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Eden and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. Eden does not endorse any sites on the Internet that are linked through the Service or Application, and in no event shall Eden or its licensors be responsible for any content, products, services or other materials on or available from such sites or third party providers. Eden provides the Application and Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and the Eden disclaims any and all responsibility or liability arising from such agreements between you and the third party providers.

Eden may rely on third party advertising and marketing supplied through the Application or Service and other mechanisms to subsidize the Application or Service. By agreeing to these terms and conditions you agree to receive such advertising and marketing. If you do not want to receive such advertising you should notify us in writing. Eden reserves the right to charge you a higher fee for the Service or Application should you choose not to receive these advertising services. Eden may compile and release information regarding you and your use of the Application or Service on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Service.

INDEMNIFICATION

By entering into this Agreement and using the Application or Service, you agree that you shall defend, indemnify and hold Eden, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, Users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including providers of landscaping and other home services arranged via the Service or Application, or (c) your use or misuse of the Application or Service.

DISCLAIMER OF WARRANTIES

EDEN MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR APPLICATION. EDEN DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE OR APPLICATION WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, APPLICATION, SYSTEM OR DATA, (B) THE SERVICE OR APPLICATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE SERVICE OR APPLICATION WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND APPLICATION IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY EDEN. EDEN MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES, PRODUCTS OR GOODS OBTAINED BY THIRD PARTIES THROUGH THE USE OF THE SERVICE OR APPLICATION. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE APPLICATION AND SERVICE, AND ANY THIRD PARTY SERVICES OR PRODUCTS REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

INTERNET DELAYS

EDEN'S SERVICE AND APPLICATION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EDEN IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

LIMITATION OF LIABILITY

IN NO EVENT SHALL EDEN AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). EDEN AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BY NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE OR APPLICATION, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE OR APPLICATION, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SERVICE OR APPLICATION, EVEN IF EDEN AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EDEN MAY INTRODUCE YOU TO THIRD PARTY LANDSCAPING AND OTHER HOME SERVICE PROVIDERS FOR THE PURPOSES OF PROVIDING LANDSCAPING AND HOME SERVICES. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY LANDSCAPING AND HOME SERVICE PROVIDERS AND YOU EXPRESSLY WAIVE AND RELEASE EDEN FROM ANY AND ALL ANY LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY LANDSCAPING AND HOME SERVICE PROVIDER. YOU ACKNOWLEDGE THAT THIRD PARTY LANDSCAPING AND HOME SERVICE PROVIDER PROVIDING LANDSCAPING AND HOME SERVICES REQUESTED THROUGH EDEN MAY OFFER PEER-TO-PEER HOME SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. EDEN WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN YOU AND ANY THIRD PARTY PROVIDERS. WE CANNOT AND WILL NOT PLAY ANY ROLE IN MANAGING PAYMENTS BETWEEN YOU AND THE THIRD PARTY PROVIDERS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES OFFERED VIA THE APPLICATION OR SERVICE (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY SUCH THIRD PARTIES AND YOU EXPRESSLY WAIVE AND RELEASE EDEN FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE APPLICATION OR SERVICE, OR IN ANY WAY RELATED TO THE THIRD PARTIES INTRODUCED TO YOU BY THE APPLICATION OR SERVICE.

THE QUALITY OF THE LANDSCAPING AND HOME SERVICES SCHEDULED THROUGH THE USE OF THE SERVICE OR APPLICATION IS ENTIRELY THE RESPONSIBILITY OF THE THIRD PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH LANDSCAPING AND HOME SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE APPLICATION AND THE SERVICE, YOU MAY BE EXPOSED TO HOME SERVICES THAT IS POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE APPLICATION AND THE SERVICE AT YOUR OWN RISK.

ASSIGNMENT

This Agreement may not be assigned by you without the prior written approval of Eden but may be assigned without your consent by Eden to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

DISPUTE RESOLUTION

You and Eden agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the Service or Application (collectively, “Disputes”) will be settled by binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Eden are each waiving the right to participate as a plaintiff or class User in any purported class action or representative proceeding. Further, unless both you and Eden otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding.

GENERAL

No joint venture, partnership, employment, or agency relationship exists between you, Eden or any third party provider as a result of this Agreement or use of the Service or Application. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of Eden to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Eden in writing. This Agreement comprises the entire agreement between you and Eden and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

JURISDICTION

These terms and conditions and the use of the Service and Application shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario, and you irrevocably attorn to the exclusive jurisdiction of the courts of Ontario. Anyone accessing the Service or Application from other jurisdictions assumes sole responsibility for compliance with local laws.