



The Play Société Membership Agreement

This is a membership agreement (“Membership Agreement”) between The Play Société Inc (“The Play Société” or “we”), you the subscriber or member (“you”, “Member” or “Members”), and collectively, (the “Parties”), governing the use of our services.

Please read these terms carefully before using our service. By providing your consent below and by completing the checkout process, you agree to be bound by this Membership Agreement, and to become a member of The Play Société for the term you selected when signing up for the service.

Except as otherwise expressly agreed by The Play Société and Member in writing, in the event of a conflict between the terms and conditions contained in this Agreement and any terms or conditions set out in any purchase order, acceptance or other document The Play Société and Member agree that the terms and conditions set out in this Membership Agreement shall govern.

OVERVIEW

The Play Société is pleased to make toys, games, equipment, and other items (the “Resources”) available to you and any child under your supervision (“Your Child”) for various lending periods as detailed on our website (the “Service”). You will have the option of choosing your desired Resources at the quantity and frequency specified in the membership package you have selected. Availability of the Resources will vary from time to time due to activity by other Members, stock rotation, and other unpredictable variables. The Play Société cannot promise the availability of any certain item on a specific date. The Resources will be delivered to or picked-up at a location agreed to between The Play Société and the Member. At the end of the lending period, the Member will make the Resources available for pick-up or return them to the agreed location.

1. PAYMENT

Full payment for the membership is required at the time of subscription. The Member agrees to pay The Play Société as per the fees referenced during the transaction. The subscription will automatically renew at the end of the subscription term. The Member may provide written notice at any time of their intent not to renew.

The Play Société has the right to cancel this Membership Agreement at any time. Refunds for subscriptions cancelled by The Play Société will be pro-rated. If a Member requests cancellation of their subscription before their membership term ends, refunds will be pro-rated less a 15% administration fee. Upon expiration or cancellation of the subscription, the Member will return all loaned Resources to The Play Société.

2. ADDITIONAL FEES

In the event that the Resources are not returned to The Play Société at the end of the lending period, the Member shall pay the full cost of replacement of the Resources without deduction.

The Member shall be liable to The Play Société for all cleaning and repair costs that are a result of excessive soiling or damage of the Resources. In the event that The Play Société determines, in their

sole discretion, that replacement of the Resource is necessary as a result of excessive soiling or damage, the Member shall pay the full cost of replacement of the Resources without deduction.

To submit a reservation, a credit card number must be on file. This card will only be charged in the event that additional fees (replacement, cleaning, repairs, etc) are required. Members may remove their credit card info from their file at any time, provided all loaned Resources have been returned to The Play Société.

3. OWNERSHIP

The Resources are and shall remain property of The Play Société. Members shall not transfer or loan the Resources to others.

4. PICKUP OR DELIVERY

Members shall determine at the beginning of their subscription if their selected Resources will be delivered to or picked-up at a location specified by The Play Société.

Delivery is available to select geographical areas as noted on The Play Société's website. These areas may change from time to time. A pick-up option is available at a location specified by The Play Société. If you purchase a membership, do not live within the delivery area, and will not travel to the pick-up location, a refund for the membership package will be provided less a \$55 administration fee. If you have any questions about availability of the Service at your location, please contact The Play Société BEFORE purchasing a membership.

You are responsible for observing all pick-up/return site rules that may be issued by the pick-up/return site in addition to the following:

For delivery Members:

- 1) Members agree that delivery of the Resources will be considered complete upon drop-off at the agreed location. The Play Société does not require receipt of the Resources by the Member.
- 2) Members agree that return of the Resources will be considered complete when The Play Société picks-up the Resources from the agreed location.
- 3) Members agree that they shall be responsible for Resources upon delivery to and before pick-up at the agreed location. Should the Resources go missing from the time of delivery to the time of receipt by the Member, or in advance of pick-up by The Play Société, the Member shall pay the full cost of replacement of the Resources without deduction.
- 4) Members will make the Resources available for pick-up on the date and during the time frame communicated by The Play Société. Members shall pay the full cost of replacement of the Resources without deduction for any Resources not returned by the due-date. If possible, The Play Société may make arrangements from time to time for you to return the Resources outside of the due-date. However, extensions to the loaned Resource term are not guaranteed.

For pick-up Members:

- 1) Members agree to pick-up and return their Resources on the date and during the time frame communicated by The Play Société. Neither The Play Société nor the pick-up/return location shall be responsible for missed pickups/returns. If possible, The Play Société may make arrangements from

time to time for you to return your loaned Resources outside of due-date. However, extensions to the loaned Resource term are not guaranteed.

- 2) Members agree to be respectful of the pick-up/return locations hosts' property.
- 3) Members agree to follow any additional rules posted at the pick-up/return location site.

All Members

Members shall return their delivery packaging (bag, box, etc) from the previous loan period, when applicable, to The Play Société.

5. CONDITION OF THE RESOURCES

The Member agrees to inspect the Resources upon receipt and agrees with The Play Société that the Resources are in good condition and good working order.

Should any defects be noted upon receipt or during use of the Resources, the Member shall notify The Play Société and immediately discontinue use of the Resource.

The Member agrees to maintain the Resources in good condition and good working order while loaned, normal and reasonable wear and tear expected.

6. USE OF THE RESOURCES

The Member agrees to only use the Resources for their intended purposes in a manner for which they were designed.

The Member will comply with all of the manufacturer's requirements and recommendations respecting the Resources and with any applicable law.

7. RISK

As a member of The Play Société, you acknowledge that there are dangers and risks inherent with utilizing the Resources to which Your Child may be exposed.

The Resources made available by The Play Société are not selected by any process which implies in any way that said Resources are necessarily safe for use by Your Child. It is the Members sole responsibility to exercise judgment when selecting Resources, and to ensure that the Resources will not pose a hazard to Your Child.

The Play Société does not provide protective equipment (helmets, clothing, etc) and it is your responsibility to ensure that Your Child wears the appropriate protective equipment when utilizing the Resources.

You agree that Your Child will use the Resources at your own risk. You also agree to voluntarily assume responsibility for supervising use of the Resources and any injury, death or property damage you or Your Child may suffer or cause as a result of using the Resources.

8. RELEASE OF LIABILITY

To the maximum extent possible at law, you (both in your personal capacity and on behalf of Your Child) agree to release, hold harmless and indemnify The Play Société and its respective officers, employees, servants, agents and contractors (the “Indemnified Persons”) against all actions, claims, suits, costs, expenses, demands and damages suffered or incurred by the Indemnified Persons or any one or more of them by reason of, or in respect of, or in any manner whatsoever arising out of, or caused by, your use of the Service or Your Child's use of the Resources. You agree that you are subscribing to the Service on the express condition that The Play Société: (a) will, under no circumstances be liable or responsible in any manner whatsoever for any death, loss, accident, damage or injury to you, Your Child or any of your servants, agents, contractors, visitors or invitees or any other person whatsoever (“Related Party”) which may happen as a result of your use of the Service or Your Child using the Resources; and (b) will not incur or be under any liability whatsoever to you, Your Child, or to any Related Party for any loss, damage or injury to or in respect of any of your property or of any Related Party’s property. The Play Société is not liable to you, Your Child or any Related Party in respect of any indirect or consequential loss. For the avoidance of doubt, ‘consequential loss’ means loss or damage arising from a breach of contract, tort (including negligence), under statute or any other basis in law or equity of an indirect or consequential nature including, but without limitation, loss of profits, loss of revenue, loss or denial of opportunity, loss of goodwill, loss of business reputation, future reputation or publicity, damage to credit rating and indirect, remote, abnormal or unforeseeable loss, or any similar loss whether or not in the reasonable contemplation of the parties.

9. MEMBER DATA

You understand that by using the Service you will be transferring information about you and your use of The Play Société’s services, including data that may constitute personal information (collectively, “Member Data”). Member Data includes, but is not limited to, data collected during membership sign-up, product and resource usage, location data, and additional user information (derived from any user authentication methods The Play Société employs). The Play Société and its 3rd party service providers use your Member Data exclusively for the purpose of providing the Service to you, delivering unparalleled Member experiences, and improving the Service for you and other Members.

10. MODIFICATION OF THE MEMBERSHIP AGREEMENT

The Play Société reserves the right, at its sole discretion, to modify or replace any of these Terms, or change, suspend, or discontinue the Service at any time by posting a notice on the Website or by sending you notice through the Service or via email.

