

CROSS BORDER HOUSING: TERMS AND CONDITIONS

Last Updated Date: May 31st

Cross Border Housing Inc. ("**CBH**") offers an online platform that connects Landlords (defined below), who have Rental Accommodations available for rent in Ontario, with international and non-local domestic Students seeking to obtain a Rental Accommodation in Ontario (collectively, the Services, as defined below), which Services are accessible at crossborderhousing.com (the "**Site**").

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THE TERMS CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. BY ACCESSING OR USING CBH'S SITE OR SERVICES (WHETHER OR NOT YOU BECOME A REGISTERED MEMBER) YOU ACKNOWLEDGE THAT YOU AGREE TO AND ARE SUBJECT TO THE FOLLOWING TERMS

THESE TERMS AND CONDITIONS GOVERN YOUR ACCESS TO AND USE OF THE SITE AND CONSTITUTE A BINDING LEGAL AGREEMENT BETWEEN YOU AND CBH. IF YOU DO NOT FULLY AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THE SITE. FAILURE TO USE THE SITE OR SERVICES IN ACCORDANCE WITH THESE TERMS MAY SUBJECT YOU TO CIVIL AND/OR CRIMINAL PENALTIES.

YOU UNDERSTAND AND AGREE THAT CBH IS NOT A PARTY TO ANY LEASE AGREEMENT ENTERED INTO BETWEEN A LANDLORD AND A STUDENT (BOTH DEFINED BELOW), AND THAT CBH IS NOT A REGISTERED REAL ESTATE BROKER, AGENT OR INSURER. ANY ACTUAL OR POTENTIAL TRANSACTION OR AGREEMENT BETWEEN A LANDLORD AND A STUDENT, INCLUDING THE QUALITY, CONDITION, SAFETY OR LEGALITY OF THE PROPERTIES ADVERTISED AND THE TRUTH OR ACCURACY OF THE LISTINGS ARE SOLELY THE RESPONSIBILITY OF EACH MEMBER. YOU UNDERSTAND AND ACKNOWLEDGE THAT CBH HAS NO CONTROL OVER THE CONDUCT OF LANDLORDS, STUDENTS, OR ANY OTHER USERS OF THE SITE OR RENTAL ACCOMMODATIONS AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW.

YOU UNDERSTAND AND AGREE THAT BY ACCESSING OR USING THE SITE, OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED AS A MEMBER WITH THE SITE.

Key Terms

The following words and terms have the meanings set out below in these Terms and Conditions:

“**CBH**” means Cross Border Housing Inc.;

“**CBH Fee**” means a fee of CAD \$50.00 per month of Rental Accommodation, which is a maximum of CAD \$50.00 per Deposit;

“**Content**” means text, graphics, images, music, audio, video, information or other materials;

“**Deposit**” means a rent deposit paid by the Student to CBH, as agent for the Landlord, in an amount that shall not be more than the lesser of the amount of rent for one rent period and the amount of rent for one month in accordance with the *Residential Tenancies Act 2006* (Ontario) (the “**RTA**”), less the CBH Fee;

“**Landlord**” means a Member who creates a Listing for a Rental Accommodation or Rental Accommodations through the Site;

“**Lease Agreement**” means an agreement entered into between a Landlord and Student to lease a Rental Accommodation which was arranged by this Site and Service, and which agreement will be entered into in writing by both the Landlord and the Student upon the Student's arrival in Ontario or Canada;

“**Listing**” means a Rental Accommodation that is listed by a Landlord as available for Students to rent on the Site;

“**Member**” means a person who completes CBH's account registration process, including but not limited to Landlords and Students;

“**Member Content**” means all Content that a Member uploads, posts, publishes, submits or transmits to the Site;

“**Rental Accommodation**” means a residential rental unit living accommodation within the meaning of the *Residential Tenancies Act 2006* (Ontario) (the “**RTA**”) in the province of Ontario;

“**Residential Accommodation Reservation Request Period**” means the period of time beginning when a Rental Accommodation is requested by a Student (as determined by CBH in its sole discretion), pursuant to which a Landlord may decide whether to confirm or reject the Rental Accommodation Request at the Lender's sole discretion

“**Services**” means an online platform that connects Landlords, who have Rental Accommodations available for rent, with international and non-local domestic Students seeking to obtain a Rental Accommodation;

“**Site**” means crossborderhousing.com;

“**Student**” means a Member who submits a request for one more Rental Accommodations through the Site to be reviewed and approved by the Landlord of the Rental Accommodation, or a Member who enters into a Lease Agreement with a Landlord;

“**Terms**” means these Terms and Conditions; and

“**You**” or “**Your**” means the Member who is accessing or using this Site. “**We**”, “**Our**” and “**Us**” means Cross Border Housing Inc.

Unless the context otherwise requires, words importing the singular include the plural and *vice versa* and words importing gender include all genders.

Account Registration

In order to access certain features of the Site and Services and to create a Listing and secure a Rental Accommodation, you must register and create a CBH account. In registering for a CBH account, you must provide accurate, current and complete information. You acknowledge and agree that the information that you provide to register and create a CBH account is true and accurate at the time it is provided and at any time you access the Site, and if it is not accurate, you agree to update the information while accessing the Site. Once your account is activated, you will become a CBH Member. You may only activate one (1) CBH account. Despite what is written above, CBH reserves the right to suspend or terminate your CBH account and your access to the Site and the Services if you create more than one (1) account, or if you provide inaccurate, outdated or incomplete information.

You are responsible for securing your password and you agree to take sole responsibility for any activities or actions under your CBH account, whether or not you have authorized such activities or actions. You agree to notify CBH immediately if you know of any unauthorized use of your CBH account.

How the Site and Services Work

The Site and Services are intended to facilitate the listing and requesting of Rental Accommodations. Such Rental Accommodations are included under the ‘Listings’ section on the Site. You may view the Listings as an unregistered visitor to the Site, however, if you wish to book a Rental Accommodation or create a Listing, you must first register and create a CBH account.

CBH operates an online system whereby Landlords and Students meet and arrange for the booking of Rental Accommodations with one another directly. CBH is not an owner, operator or provider of any Rental Accommodations. CBH does not own, sell, resell, furnish, provide, rent, manage or control any properties. CBH is solely responsible for facilitating the operation of the Site and Services and obtaining Deposits as agent for the Landlord. CBH is not responsible for, and disclaims any and all liability related to, any and all Listings and Rental Accommodations.

Listings and requests for a Rental Accommodation are made at the Landlords'/Students' own risk.

Members are granted a limited, revocable, non-exclusive license to access the Site and Services, solely for the purpose of posting a Listing or searching for, researching and/or requesting a Rental Accommodation, or for any other purpose clearly stated on the Site. We expressly prohibit you to use the Site for a purpose that is not one of the above-noted purposes or otherwise in accordance with the Terms or as otherwise authorized in writing.

Eligibility

The Site and Services are intended solely for persons who are 18 years of age or older. Any access to or use of the Site or Services by anyone under 18 years of age is prohibited. By accessing or using the Site or Services, you represent and warrant that you are 18 years of age or older.

Responsibility for Rental Accommodation Listings

Landlords may create Listings by disclosing information about the Rental Accommodation to be listed, including but not limited to: the location, size, amenities, availability and pricing. As a Landlord, you understand that Students may rent Rental Accommodations based on the information Landlords provide in their Listings.

As a Landlord, you acknowledge and agree that you are solely responsible for any and all Listings that you post. You represent and warrant that any Listing you post, and a Student's rental of a Rental Accommodation based on a Listing, will not breach any agreements you have entered into with any third parties, including but not limited to, condominium, lease or rental agreements, and will be in compliance with all applicable laws, including but not limited to, zoning laws and laws governing rentals of residential and other properties, tax requirements, licenses, permits and registrations. CBH is not responsible for a Landlord's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. CBH reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason.

Only one (1) property can appear on each Listing, and the Listing must be a true representation of the Rental Accommodation. The Rental Accommodation in a Listing may not be substituted for another property without CBH's consent. If a Member submits changes to an existing Listing that would substantially alter the Listing, CBH reserves the right to terminate the Listing in its sole discretion.

As a Landlord, you understand and agree that CBH does not act as an insurer or as your contracting agent. If a Student requests to rent your listed Rental Accommodation, the Lease Agreement subsequently entered into with a Student is between you and the Student. CBH IS NOT A PARTY TO ANY LEASE AGREEMENT BETWEEN STUDENT AND LANDLORD.

As a Landlord, you may specify certain requirements to be met by Students in order for them to be able to request the Rental Accommodation you have listed. You may also utilize tools that may help you make an informed decision about the Students you may choose for your Rental Accommodation(s). You acknowledge and agree that you are solely responsible for your own acts and omissions.

CBH does not provide liability insurance protection for Landlords or Students. Members are solely responsible for obtaining insurance coverage sufficient to protect their properties and Students. CBH suggests that Landlords obtain appropriate insurance for their Rental Accommodations. If you currently have an insurance policy in place, please ensure that it extends coverage to the actions and omissions of Students, and any individuals a Student may invite into the Rental Accommodation.

As a Student, you understand and agree that you are solely responsible for requesting to rent any Rental Accommodation you choose. CBH in no way represents or warrants the state, condition, legality or suitability of any Rental Accommodation.

Lease Agreement

While CBH facilitates the introduction of Landlord to Student, and acts as a forum to enable Members to agree to enter into Lease Agreements, you understand and agree that you are fully responsible for any Lease Agreement you enter into. You are advised to obtain legal advice in preparation for entering into a Lease Agreement, if necessary, to ensure compliance with local laws, and to revise the Lease Agreement to ensure that it accurately represents your property, rules, features, and any other relevant matters.

Requesting Rental Accommodations

If a Student makes a request for a Rental Accommodation based on a Listing, the Landlord must either confirm or reject the request within the Rental Accommodation Reservation Request Period, otherwise the request will be automatically cancelled. When a Rental Accommodation is requested through the Site, CBH will provide you with the first and last name of the Student who has made the request and a link to the student's CBH account profile.

At this time, Landlords are not required to pay a fee in order to create a Listing. However, Landlords acknowledge and agree that CBH reserves the right to charge Landlords a fee for the creation of a Listing.

CBH is in no way responsible for ensuring that Lease Agreements entered into by Landlords and Students are honoured. Landlords and Students understand and agree that, upon the Student's arrival in Ontario or Canada, he or she will be required to enter into a written Lease Agreement with the Landlord in a form provided by the Landlord. Students acknowledge and agree that they will be required to accept any terms, conditions, rules and restrictions associated with the Lease

Agreement imposed by the Landlord should they wish to rent the Rental Accommodation. CBH is not a party to any Lease Agreement.

Deposit

Upon mutually accepting and confirming a Rental Accommodation by Landlord and Student, the Student will be required to pay a Deposit through CBH to secure the Rental Accommodation prior to arriving in Ontario or Canada. The Deposit will be transferred to the Landlord and will be applied to the last month of rent under the Lease Agreement between the Student and the Landlord.

CBH Fee

CBH will earn a CBH Fee when the Student pays a Deposit. CBH will earn a CBH Fee for each month that a Student pays rent to the Landlord for a Rental Accommodation. CBH reserves the right, in its sole discretion, to change the CBH Fee without prior notice.

Payment Processing Agent

Each Landlord appoints CBH as the Landlord's limited payment processing agent for the purpose of accepting the Accommodation Deposit from the Students. Each Landlord understands that CBH's obligation to pay the Landlord this fee is subject to and conditional upon receiving it from the Student. CBH does not guarantee payments to Landlords for amounts that have not been successfully received by CBH from Students. In acting as limited payment processing agent from Landlords, CBH in no way assumes any liability for acts or omissions of Landlords.

Cancellations

As a Student, you may cancel your Rental Accommodation request before a Landlord confirms it. If, as a Student, you wish to cancel a confirmed Rental Accommodation, the cancellation policy of the Landlord contained in the applicable Listing will apply. If a Landlord cancels a confirmed Rental Accommodation, any fees paid by the Student must be promptly returned and the Landlord may be penalized accordingly. Penalties may include notifying Members that you cancelled a reservation; prohibiting you from re-Listing your Rental Accommodation for a certain period of time; or, requiring you to pay a cancellation fee. The Student will then be notified of alternative Listings. CBH may, in its sole discretion and on its own accord, decide that it is necessary to cancel a confirmed Rental Accommodation.

Responsibility for Member Content

We are in no way responsible for Member Content. CBH has no duty to screen Member Content, whether directly contributed by the Member, or created by a third party on behalf of the Member. However, CBH reserves the right and the sole discretion to refuse to permit the posting on the Site of, or to remove from the Site, any Member Content that violates these Terms or fails to meet any other guidelines that are posted on our Site. We may also choose to remove Member

Content if another Member or a third party brings it to our attention, or to edit Member Content as we deem appropriate. Members remain responsible for reviewing any Content they post.

As a Member, you acknowledge and agree that CBH may reproduce in whole or in part any photographic material or Content supplied by you in order to advertise Rental Accommodations and/or to promote the Site.

Member Conduct

You understand and agree that you must abide by all applicable laws, rules, regulations and obligations that may apply to your use of the Site and Services. You acknowledge and agree that you will not:

- a) violate any provincial or federal laws or any court order;
- b) as a Landlord, create a Listing for any Rental Accommodation that you do not actually have permission to rent;
- c) access or use any aspect of the Site in an inappropriate or illegal manner;
- d) use the Site or Services for any commercial or other purposes that are not expressly permitted by these Terms;
- e) infringe the rights of any person or entity, including but not limited to, their personal property, privacy or contractual rights;
- f) use software, devices, scripts, robots or other means or processes to access, “scrape,” or “crawl” the Site and Content;
- g) stalk or harass any other Members of the Site or collect and store any personal information about any other Member other than for the purpose of transacting as a Landlord or Student;
- h) register for a CBH account as a Member on behalf of an individual other than yourself or register as more than one (1) Member;
- i) request or book a Rental Accommodation if you yourself do not actually plan to stay at the Rental Accommodation; or
- j) submit any Member Content or other information that is inaccurate, incomplete or otherwise misleading.

CBH reserves the right to investigate and prosecute violations of any of the above.

No Endorsement

You acknowledge and agree that CBH does not endorse any Member, Listing or Rental Accommodation. Members are required to provide accurate, current and complete information when registering a CBH account and at any other time while using the Site and Services. While CBH may check the information provided by its Members, CBH does not make any representation about or confirm any Member or any Member's purported identity or whether the Member is trustworthy, safe or suitable. The information provided by Members is solely intended to be useful in evaluating Listings and requests for Rental Accommodations in order to

ensure that you can make a decision about the suitability of another Member prior to entering into a Lease Agreement.

CBH is not responsible for any damage or harm resulting from your interaction with other Members. You understand and agree that by using the Site and Services, any legal remedy or liability that you seek to obtain for actions or omissions of other Members or third parties will be limited to a claim against the particular Member or third parties who caused the harm. You agree not to attempt to impose liability on or seek any legal remedy from CBH with respect to such actions or omissions.

Limitation of Liability

CBH, its subsidiaries, affiliates, officers, directors, consultants, agents and/or employees (collectively, the "**CBH Parties**") will, in no event, be liable for:

- a) any lost profits or any indirect, consequential, special, incidental or punitive damages arising out of, based on, or resulting from our Site;
- b) any breach of these Terms by you or any third party whatsoever;
- c) any Member Content;
- d) any information that CBH provides which results in damages to another entity;
- e) any harmful effect or wrongdoing of or by any third party that CBH contracts with for services or contracts out for products/product delivery;
- f) interactions between our Site and any third party site, including but not limited to a social media site, facilitated by a tool or service on our Site;
- g) any damages caused by a Landlord, or any damages of any personal property within the Rental Accommodations by Students. Any damages or concerns with respect to the Rental Accommodation will be the sole responsibility of the Landlord; and/or
- h) any actual or attempted communication or transaction, including but not limited to any payment transaction by our payment service provider between Members, in each case, even if we have been advised of the possibility of such damages.

If you are in any way dissatisfied with the Site, if you do not agree with the Terms, or if you have any other dispute or claim with or against us, or any Member of the Site with respect to our Terms or Services, then your sole and exclusive remedy is to discontinue using the Site.

Damage to Rental Accommodations

Students must take reasonable and appropriate care of their Rental Accommodations and must ensure that the Rental Accommodation remains in the same condition that it was upon their arrival. You acknowledge and agree that you are responsible for your own acts and omissions and the acts and omissions of any individual you invite to your Rental Accommodation. In the event that a Landlord provides evidence of damage you caused to a Rental Accommodation, you agree that you will pay any other fee you may agree to in the Lease Agreement entered into with the Landlord (to which CBH is in no way a party). Further, CBH reserves the right to make a

claim under the Member's homeowner's, renter's or other insurance policy related to any damage or loss you may have caused. You agree to assist CBH and act in good faith in pursuit of this claim.

Disclaimers

The Site, including all content, software, functions, materials and information made available on or accessed through the Site is provided 'as is'. To the maximum extent permissible by law, we make no representations or warranties of any kind whatsoever for the content of the Site or the materials, information and functions made accessible by the software used on or accessed through the Site, for any products or services to third parties or for any breach of security associated with the transmission of sensitive information through the Site or any linked site, even if we become aware of such breaches. We expressly disclaim any express or implied warranties, including but not limited to, non-infringement, merchantability, fitness for a particular purpose or accuracy. We do not warrant that the functions contained in the Site or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the Site is free of viruses or other harmful components.

You acknowledge and agree that any transmission to and from this Site is not confidential and your communications or Member Content may be read or intercepted by others. You further acknowledge and agree that by submitting communications or Member Content to us and by posting information on the Site, including Listings, no confidential, fiduciary, contractually implied or other relationship is created between you and us other than pursuant to these Terms.

You acknowledge and agree that you will not hold any third party provider or us responsible for the content provided by any Member, and you acknowledge and agree that we are not a party to any Rental Accommodation transaction or Lease Agreement between Members of the Site. We have no control over and do not guarantee the safety of any transaction, Rental Accommodation or the truth or accuracy of any Listing or other Member Content provided on the Site.

Release/Indemnification

In the event that you have a dispute with one or more other Members of the Site or any third party provider or any third party website that may be linked to or from or otherwise interact with the Site, including but not limited to any social media site, you hereby agree to release, remise and forever discharge each of the CBH Parties, each of their respective agents, directors, officers, employees and all other related persons or entities from any and all manner of rights, claims, complaints, demands, causes of action, proceedings, liabilities, obligations, legal fees, costs, and disbursements of any nature, whatsoever, whether known or unknown which now or hereafter arise from, relate to, or are connected with such dispute and/or your use of the Site.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD EACH OF THE CBH PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT

OF YOUR USE OF THE SITE OR OTHERWISE RELATING TO THE BUSINESS WE CONDUCT ON THE SITE, ANY MEMBER CONTENT, ANY USE OF ANY TOOL OR SERVICE PROVIDED BY A THIRD PARTY PROVIDER, ANY USE OF A TOOL OR SERVICE OFFERED BY US THAT INTERACTS WITH A THIRD PARTY WEBSITE, INCLUDING BUT NOT LIMITED TO ANY SOCIAL MEDIA SITE OR ANY BREACH BY YOUR OF THESE TERMS OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING WITHOUT LIMITATION, LEGAL FEES AND COSTS. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENCE OF ANY CLAIM.

Jurisdiction

We operate the Site in Ontario, Canada and we make no warranty that the materials and content on the Site are appropriate or available for use outside of Ontario. These Terms shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. If you choose to access the Site from outside of Ontario, you do so at their own risk and are responsible for compliance with local laws, if and to the extent that local laws are applicable.

Modification

CBH reserves the right, in its sole discretion, to modify the Site, Services or these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site. We will also modify the "Last Updated Date" at the top of these Terms. By continuing to access or use the Site or Services after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, you agree that your only recourse is to cease using the Site and Services.

Entire Agreement

These Terms constitute the entire agreement between CBH and you regarding the Site and Services. These Terms supersede and replace any and all prior oral or written understandings or agreements between CBH and you regarding the requests for Rental Accommodations or Listings.