

Last update: May 31, 2023

Thank you for choosing SiniSTAR!

These Terms and Conditions (the "**Terms**") constitute a legally binding agreement between you and SiniSTAR that governs your use of SiniSTAR's websites, applications and other services (collectively, the "**SiniSTAR Platform**").

When used in these Terms, the words "we", "us" and "SiniSTAR" refer to SiniSTAR and include its officers, directors, employees, agents, representatives, partners and agents.

Please read the Terms carefully, as they contain important information regarding your legal rights, obligations and remedies.

The SiniSTAR Platform provides an online space that allows users ("**Members**") to post, search and book temporary accommodations. Members who post and offer temporary accommodations are "**Hosts**" and Members who search, book or use the Services are "**Policyholders**" or "**Claims Adjusters**". SiniSTAR relocates only those Policyholders that are insured by an insurance company (an "**Insurer**"). The term "Insurer" refers to the insurance company and its representatives, including Claims Adjusters. Hosts receive "**Rental Offers**" from Insurers, to whom they may offer "**Accommodations**" in order to host Policyholders. Each publication of Accommodation on the SiniSTAR Platform constitutes a "**Listing**" and each offer of accommodation constitutes a "**Quote**".

Claims Adjusters and Hosts can create an account on the Platform. Hosts must create an account to offer Accommodations. If you are a Host, you must ensure that your account information remains accurate. As the provider of the SiniSTAR Platform, SiniSTAR does not own, control, offer or manage any Listing, except for their approval on the SiniSTAR Platform.

If you are a Host, you are responsible for understanding and complying with all laws, rules and regulations that apply to your Listing. For example, some cities may have laws and regulations surrounding short-term rentals or may impose certain tax obligations on Hosts. It is the responsibility of Hosts to identify and/or obtain the necessary permits, licenses or registrations, if any. If you have any questions about how local laws apply to your Listing(s) on the SiniSTAR Platform, you should always seek legal advice.

By clicking "I agree" (or similar wording), by downloading, installing, accessing or otherwise using the SiniSTAR Platform, you acknowledge that you have read and understood the following terms and conditions and you accept to be bound by them. You may be bound by these terms by signing a separate agreement with SiniSTAR that expressly incorporates them by reference.

The masculine gender is used throughout these Terms without bias, in the interest of simplicity and ease of reading.

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# Terms for Policyholders and Claims adjusters

## 1. SiniSTAR's mission

Our mission is to make disaster relocation easier and more humane. Our online marketplace allows Hosts to offer their homes to Insurers to relocate Policyholders from their neighborhood (a "**Relocation**").

## 2. Search and Reservation on the SiniSTAR Platform

2.1. **Search.** You can search for an Accommodation on the SiniSTAR Platform using the address of the claim. You can identify different search criteria such as an address of reference, or the number of rooms needed.

2.2. **Reservation.** The Policyholder or Claims adjuster may submit a request on the SiniSTAR Platform (a "**Quote request**"). The Quote request may include the number of people to relocate, the dates of the relocation, and nearby places of interest. Once the Quote request is submitted, Hosts who meet the criteria are solicited and can send a Quote (a "**Quote**") for that Relocation. SiniSTAR selects the Quote offering the best value and presents it to the Claims adjuster and/or the Policyholder.

The Claims adjuster must approve the Quote selected by SiniSTAR. Once the Quote is accepted, the legal documentation is sent to the Policyholder for signature. The Claims adjuster receives a copy of the signed legal documentation. The Claims adjuster agrees to pay, on behalf of the Policyholder's Insurer, the expenses related to the Relocation. If applicable, the Policyholder agrees to pay the amount due to SiniSTAR for a rent (the "**Rent**") and/or a deductible (the "**Deductible**"). Such is done in the manner described in the invoice(s) and legal documentation. When the Quote is approved by the Claims adjuster, a contract is entered into between the Policyholder and the Host for the rental of the Accommodation.

SiniSTAR is in no way responsible for the Deductible and/or the Rent of the Policyholder if the Claims adjuster failed to mention it to SiniSTAR before the end of the Relocation.

## Terms for Hosts

### 3. **Hosting Policyholders**

- 3.1. **Hosts.** Our online marketplace allows Hosts to use the SiniSTAR Platform to offer their home to Insurers, to relocate Policyholders from their neighborhood - and earn money doing it. Hosts set their price, availability, and select the Quote requests on which they want to quote.
- 3.2. **Contracting with Policyholders.** When you Quote on a Rental Offer and a Claims adjuster approves your Quote, you are entering into a contract with the Policyholder and you are responsible for delivering your service according to the terms and conditions specified in your Listing and in the rental summary.
- 3.3. **Fees.** SiniSTAR may charge Hosts a service fee for the right to use the SiniSTAR Platform (the "**Service Fees**"). The Service Fees apply only to rentals actually obtained and are deducted from payments made to Hosts. Unless otherwise stated on the SiniSTAR Platform, the Service Fees are non-refundable. SiniSTAR reserves the right to change the Service Fees at any time and they may vary from one Relocation to another. If you do not agree with the Service Fees, you may decline to send Quotes for Rental Offers.
- 3.4. **Independence of Hosts.** Your relationship with SiniSTAR is that of an independent individual or single entity and not that of an employee, agent, joint venturer, associate or partner. You act solely on your own behalf and for your own benefit or for the benefit of a company, and not on behalf of or for the benefit of SiniSTAR. SiniSTAR does not direct or control you, nor shall it be deemed to direct or control you, either generally or in the application of these Terms.
- 3.5. **Confidentiality of Policyholder information.** The Host may obtain, in the course of a Relocation, certain information about the Policyholder that is considered personal information. Personal information is information about an individual that can be used to identify such individual. The Host agrees to keep the Policyholder's personal information confidential and not to disclose it to any other person, except with the written consent of the Policyholder. The Host also agrees to use the personal information only for the purposes of the Relocation.

### 4. **Managing a Listing**

- 4.1. **Creation, management and accuracy of a Listing.** The SiniSTAR Platform provides tools that allow you to easily set up and manage Listings. As a Host, you are responsible for:

- I. Including complete and accurate information about the Accommodation in your Listing and provide any other required information;
  - II. Updating and ensuring the accuracy of the information in your Listings. For example, the amenities included in your Listing should be accurate at all times and functional during a Relocation; and
  - III. The images used in the Listings must accurately reflect the quality and condition of the Accommodation depicted.
- 4.2. **Approval of your Listing.** SiniSTAR reserves the right to require that Listings have a minimum number of images of a certain format, size and resolution. SiniSTAR may also accept or reject the publication of a Listing at its discretion. For example, if the Accommodation does not meet SiniSTAR's quality criteria.
- 4.3. **Obligations related to your Listing.** As a Host, you represent and warrant that:
- I. Any Listing you post does not violate any agreements you have with third parties, such as owners associations, condominium associations or others;
  - II. Any Listing you post complies with all applicable laws and regulations (such as zoning laws), tax requirements and other rules and regulations (including possession of all required permits, licenses and registrations);
  - III. You are the owner of the published Accommodation, or have obtained the necessary authorizations from the owner to proceed with the publication of a Listing on the SiniSTAR Platform;
  - IV. The advertised Accommodation complies with applicable building regulations. For example, obligations related to windows in bedrooms; and
  - V. You are covered by a civil liability insurance of at least 2 million dollars.
- 4.4. **Know your legal obligations.** As a Host, you are required to understand and comply with all laws, regulations and third party agreements that apply to your Listing. Some jurisdictions require Hosts to register and/or obtain a permit or license before providing short or long-term rental services. Check your local regulations to see what rules apply. The information provided by SiniSTAR regarding legal requirements is for informational purposes only. You must verify your obligations independently.
- 4.5. **Host responsibilities.** As a Host, you are responsible for your own acts and omissions. You are also responsible for the acts and omissions of any person you authorize to manage the rental of your Accommodation. You are responsible for the prices you set and must comply with the rules and requirements of SiniSTAR.
- 4.6. **Acceptance of risk.** You acknowledge that hosting Policyholders involves inherent risks. Therefore, you agree to assume all risks arising from your access to and use of the SiniSTAR Platform, the Relocations you make through SiniSTAR and any interaction with Policyholders, whether in person or online. You acknowledge that you have had the opportunity to review the SiniSTAR Platform Terms and Conditions and all laws, rules,

regulations or obligations that may apply to your Listing or your Relocations. You acknowledge that you are not relying on any statement of law made by SiniSTAR.

## **5. Competition and solicitation**

As long as you are using the SiniSTAR Platform as a Host, you must not, directly or indirectly, compete with SiniSTAR or attempt to solicit a Claims Adjuster or Insurer to do business directly with them. Prohibited competition and solicitation situations include, but are not limited to:

- I. Communicating or attempting to communicate, for any reason whatsoever, with the Claims adjuster or Insurer in charge of the file of the Policyholder who will be staying, has been staying or is staying in your Accommodation;
- II. Bypassing or attempting to bypass SiniSTAR in order to obtain Relocations from Claims adjusters or Insurers;
- III. Bypassing or attempting to bypass SiniSTAR in order to deal directly with the Claims adjuster or the Insurer for a portion of the Relocation, for example, for an extension;
- IV. Discussing the price agreed upon between you and SiniSTAR with the Policyholder and/or ask to see the contract that the Policyholder has with SiniSTAR;
- V. Using a company name and/or logo instead of your name and photo in your SiniSTAR account; and
- VI. Adding a link to a website, email address or phone number in your Listing.

SiniSTAR reserves the right to expel from the SiniSTAR platform any Host that acts in violation of this Section. In case of non-compliance with Section 5 (III), SiniSTAR reserves the right to refuse an extension to the Host in the context of an ongoing Relocation.

## **6. Cancellations and issues during a Relocation**

- 6.1. **Cancellation by the Host.** Policyholders rely on Hosts to honour their Quotes once they submit them. Given the stressful situation they find themselves in, any last minute change of plans can cause them severe distress. Therefore, as a Host, you may not cancel a Policyholder's reservation unless required by applicable law or force majeure, or for a good cause as determined by SiniSTAR.

If, notwithstanding the foregoing, you cancel a reservation without cause of applicable law, force majeure or good cause:

- I. after you Quote on a Rental Offer;
- II. before the arrival of the Policyholder; or
- III. during an ongoing Relocation,

Your chances of receiving future Rental Offers will be significantly reduced. Depending on the situation, you may stop receiving them entirely. In addition, if your cancellation causes prejudice to Sinistar, the Policyholder, the Insurer and/or the Claims adjuster, you will be responsible for paying damages to compensate for the prejudice caused. For example, if Sinistar, the Policyholder or the Claims adjuster must incur additional costs to relocate the Policyholder in another accommodation.

If you decide to rent your Accommodation to someone else after submitting a Quote for a rental, you must contact SiniSTAR immediately by sending a message to [info@sinistar.ca](mailto:info@sinistar.ca). Messages sent outside of normal business hours may not be read in time and SiniSTAR is not responsible if this results in a rental cancellation. As soon as the Policyholder signs their legal documentation, the booking is confirmed and as a Host, backing out then will be deemed a cancellation of a rental.

- 6.2. **Cancellation by the Policyholder.** The Policyholder must be satisfied with the Accommodation. If the Policyholder is not completely satisfied with the Accommodation for a valid reason as determined by SiniSTAR, SiniSTAR may cancel his or her Relocation without penalty to SiniSTAR, the Policyholder, the Claims adjuster or the Insurer. You will receive payment for the nights during which your Accommodation was inhabited by the Policyholder.
- 6.3. **Issues during a Relocation.** SiniSTAR recommends that Hosts maintain appropriate damage insurance on their advertised Listing(s). SiniSTAR also suggests that Hosts carefully read the terms and conditions of their insurance policy, including but not limited to:
  - I. The terms and conditions of coverage and exclusions;
  - II. The deductibles that may apply; and
  - III. Whether or not you are covered for the actions or omissions of the Policyholders during their stay in your Accommodation.

If a Host provides valid evidence that a Policyholder, his/her guest(s) or pet(s) have caused direct or indirect damage (a "**Damage**") to the Accommodation, the Host may proceed with a Damage Claim.

A damage is a prejudice to the real or personal property of the Host or for which the Host is responsible. A "**Claim for damages**" is a process by which the Host can claim compensation from the Policyholder to cover the cost of repairing or replacing the Damage.

SiniSTAR evaluates the Claim for Damage and submits it to the Policyholder if it meets the following criteria :

- I. The Damage included in the Claim for damages is reasonable;
- II. The Damage included in the Claim for damages is beyond normal wear and tear or aims to replace a missing or stolen item; and
- III. The Claim for damages was submitted to SiniSTAR by the Host within thirty (30) days after the departure of the Policyholder.

Although SiniSTAR will take the necessary steps to submit the Claim for damages to the Claimant as soon as possible (provided the claim is reasonable), SiniSTAR reserves the right to take the necessary time to analyze the Claim for damages.

The Host's Claim for damages must include:

- I. Photos of all damage or breakage that occurred during the rental of the Accommodation;
- II. A detailed description of the Damages and/or loss; and
- III. An itemized estimate of the cost to repair or replace each item that is subject of the Claim for damages.

The Policyholder is given a period of time to respond to the Claim for damages. SiniSTAR shall not be liable in any way for the payment of any amounts claimed or for the actions or omissions of the Host and the Policyholder. The Host may examine and pursue any remedy available to them under applicable law against the Policyholder.

6.4. **Habitability of the Accommodation.** It is the responsibility of the Host to maintain the Accommodation in an adequate state of habitability for the length of the Relocations. For example, the Host must make necessary repairs when breakage occurs. The Host must also maintain the general upkeep of the Accommodation and add basic items when they are missing. The Accommodation must be fully furnished and equipped. This means that the Accommodation must include all the furniture and equipment necessary for a Policyholder to live in it with only basic personal items and clothing.

## 7. Taxes

7.1. **Taxation of Hosts.** As a Host, you are responsible for determining and fulfilling your obligations under applicable law to report, collect or remit any direct or indirect taxes (e.g., sales taxes), or income taxes.

7.2. **Tax information.** In some jurisdictions, tax regulations may require SiniSTAR to :

- I. Collect and/or report tax information about you;
- II. Withhold taxes from your payments; or
- III. Both.



If you fail to provide documentation that SiniSTAR deems appropriate to comply with an obligation to withhold taxes from your payments, SiniSTAR may withhold amounts up to the amount required by law. This will continue until proper documentation is provided.

## 8. Duration of the Relocation and Extension

In the rare event that the duration of a Relocation is shortened by SiniSTAR at the request of an Insurer, SiniSTAR will notify you as soon as possible. You will still receive payment for the number of nights the Policyholder stayed in your Accommodation.

In some cases, the Policyholders may need to extend their stay in your Accommodation and request an extension (an "**Extension**"), in particular if delays occur in connection with reconstruction or renovation work at their home. In such a case, SiniSTAR will notify you as soon as possible. You may then accept or refuse the Extension, depending on the availability of your Accommodation.

An Insurer may cancel or modify an Extension on behalf of the Policyholder. In this case, you will also be informed without delay.

## 9. Quote and payment

- 9.1. **Quote.** At the time of Quote, you are asked to set a price per night for your Accommodation. You may also add an amount for fixed costs, which may be charged only once per Relocation. The Quote includes the price per night and fixed costs. Unless otherwise specified, the Quote is not editable once submitted.
- 9.2. **Payment.** You can expect to receive an initial payment within 2-10 business days of the date the Policyholder arrives at the Accommodation. Subsequent payments (if any) are made to you once per month, between the 2nd and 10th business day of each month. To calculate the amount of a payment, we divide the overall price into the price per night, then multiply that price by the number of nights in the month of the payment. You are paid a maximum of 29 nights per full month rented. To receive your payment, you must have sent SiniSTAR a void check to the following address: [payment@sinistar.ca](mailto:payment@sinistar.ca).

## General terms and conditions

### 10. Content

SiniSTAR may allow Members to create, upload and publish content such as text, photos or other materials and information ("**Content**") on or through the SiniSTAR Platform.

By providing Content in any form and by any means, you grant SiniSTAR a non-exclusive, worldwide, royalty-free, irrevocable and perpetual license. This license

may be sublicensed to copy, modify, prepare derivative works of, use, distribute, publish and otherwise exploit such Content without limitation.

If the Content includes personal information, our [privacy policy](#) ("**Privacy Policy**") describes how we use such personal information. You are fully responsible for all Content you provide and warrant that you own it or have permission to grant SiniSTAR the rights described in these Terms. You are responsible if any portion of your Content infringes or violates the intellectual property or privacy rights of any third party. SiniSTAR does not guarantee the accuracy or quality automatic translations of the Content provided.

## **11. Rules of the SiniSTAR Platform**

11.1. **Rules.** When using the SiniSTAR Platform, you must respect the following rules:

- Act with integrity and treat others with respect;
- Do not engage in data collection, hacking, reverse engineering, compromising or alteration of the SiniSTAR Platform;
- Use the SiniSTAR Platform only as permitted by these Terms;
- Comply with your legal obligations.

You shall not assist or induce others to violate or circumvent these rules.

11.2. **Reporting a violation.** If you believe that a Member, a Listing or Content constitutes an imminent risk of harm to a person or damage to an Accommodation, you must immediately contact the local authorities. This must be done before contacting SiniSTAR. If you have reported a problem to local authorities, SiniSTAR may request a copy of that report. Except as required by law, you agree that we are not required to take any action in response to a report.

11.3. **Copyright notifications.** If you believe that any Content on the SiniSTAR Platform infringes copyright, please notify us.

## **12. Comments**

After each Relocation, Policyholders may have the opportunity to rate Hosts. Comments must be accurate and must not contain discriminatory, offensive, defamatory or other language. Comments may be published on the SiniSTAR Platform.

## **13. Term, termination and other measures**

13.1. **Term.** This agreement between you and SiniSTAR shall commence when you access the SiniSTAR Platform. It shall remain in effect until you terminate the agreement or SiniSTAR terminates it in accordance with these Terms.

13.2. **Termination.** You may terminate this agreement at any time by sending an email requesting such termination. SiniSTAR may terminate this agreement and delete your account for any reason. This can be done by giving you thirty (30) days notice by email or by using any other contact information you have provided on your account.

SiniSTAR may also terminate this agreement immediately and without notice if:

- I. You have breached your obligations under these Terms or any other policy or standard established by SiniSTAR;
- II. You violate applicable laws, regulations or the rights of third parties;
- III. You have too many bad reviews from Policyholders in connection with Relocations;
- IV. SiniSTAR reasonably believes that termination is necessary to protect SiniSTAR, its Members or third parties;
- V. Your account has been inactive for more than 2 years.

In any of these cases, SiniSTAR may take the following actions:

- suspend or limit your access to and use of the SiniSTAR Platform and/or your account;
- suspend or delete Listings, comments or any other Content; and
- cancel pending or confirmed reservations.

For minor violations or where appropriate, and at SiniSTAR's sole discretion, you will be notified of any action SiniSTAR is considering and will be given an opportunity to resolve the matter. You may appeal our actions under this section by contacting customer service.

13.3. **Legal Mandates.** SiniSTAR may take any action it deems reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement agency, or other administrative agency or government body, including the actions described above in Section 13.2.

13.4. **Effects of termination.** Upon termination of this agreement, you are not entitled to a restoration of your account or Content. If your access to or use of the SiniSTAR Platform has been restricted, if your SiniSTAR account has been suspended or if this agreement has been terminated by us, you may not register a new account or access the SiniSTAR Platform. Nor can you use it with another Member's account.

13.5. **Survival.** Sections 1 to 25 apply even if you or SiniSTAR terminate this agreement.

#### **14. Modification**

SiniSTAR may update these Terms at any time. If we change these Terms, we will post the revised Terms on the SiniSTAR Platform. We will then change the last update date indicated at the beginning of these Terms. In the event of material changes, you agree that email notification of the change or posting of the revised Terms on the SiniSTAR Platform is sufficient to notify you of such changes. All such changes shall be effective as of the last update date indicated.

If you do not agree with the revised Terms, you must cease using the SiniSTAR Platform. If you continue to access the SiniSTAR Platform, it means that you accept the revised Terms. It is your responsibility to regularly review the SiniSTAR Platform Terms to determine if there have been any changes and to review such changes

#### **15. Role of SiniSTAR**

We make every effort to ensure that our Members have an excellent experience with the SiniSTAR Platform. However, we do not and cannot control the behavior of its Members. You acknowledge that SiniSTAR has the right, but has no obligation, to monitor the use of the SiniSTAR Platform and to verify the information provided by its Members. For example, we may:

- I. Verify Content, delete or modify it;
- II. Operate, secure and improve the SiniSTAR Platform (including for fraud prevention, risk assessment, investigation and user support);
- III. To ensure that Members comply with these Terms;
- IV. Comply with applicable law or the order or requirement of a court, or other administrative or governmental agency;
- V. Delete Content that we determine to be harmful or objectionable;
- VI. Take the actions set forth in Section 13.2; and
- VII. Maintain and enforce any quality or eligibility criteria, including removing listings that do not meet them.

Members agree to cooperate with and assist SiniSTAR in good faith. This includes providing information and taking such actions as SiniSTAR may reasonably request, in connection with any investigation undertaken by SiniSTAR regarding the use or misuse of the SiniSTAR Platform.

#### **16. Member Account**

If you are asked to create an account to use certain features of the SiniSTAR Platform, you agree to provide complete and accurate information ("**Account Data**"). To create an account, you must be an individual who is at least 18 years old or a company,

organization or other legal entity duly incorporated, validly existing and capable of entering into legally binding contracts.

In addition, you agree to maintain and update your Account Data to keep it accurate, current and complete. To do so, you must access your account on the SiniSTAR Platform. You are fully responsible for all activities surrounding the use of your account, including those not authorized by you. You agree to immediately notify SiniSTAR of any unauthorized use of your account or any breach of security.

In addition, you agree to maintain and update your Account Data to keep it accurate, current and complete. To do so, you must access your account on the SiniSTAR Platform. You are fully responsible for all activities surrounding the use of your account, including those not authorized by you. You agree to immediately notify SiniSTAR of any unauthorized use of your account or any breach of security.

You may not create more than one account or transfer your account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and you may not disclose your credentials to any third party. You must immediately notify SiniSTAR if you suspect that your credentials have been lost or stolen, or that your account has been otherwise compromised.

If permitted by applicable law, we may, but are under no obligation to:

- I. Require you to provide identification or other information;
- II. Undertake audits to help verify your identity or background;
- III. Match you against third party databases or other sources;
- IV. Request reports from service providers; and
- V. Obtain reports from public criminal conviction registries or sex offender files (or their local equivalents).

## **17. Intellectual property**

The SiniSTAR Platform and the Content may, in whole or in part, be protected by copyright, trademark and/or other laws of Canada and/or the United States. You acknowledge and agree that the SiniSTAR Platform and the Content (including all associated intellectual property rights) are the exclusive property of SiniSTAR.

You may not remove, alter or obscure any copyright, trademark or other proprietary rights notices, whether they are embedded in the SiniSTAR Platform or the Content, or if they accompany them.

All trademarks, logos, trade names and other distinctive signs of SiniSTAR are trademarks or registered trademarks of SiniSTAR in Canada and the United States. This is true whether they are used on or in connection with the SiniSTAR Platform. Third-party

trademarks, logos, trade names and other designations used on or in connection with the SiniSTAR Platform and the Content are for identification purposes only.

You may not use, reproduce, adapt, modify, create derivative works from, distribute, license, sell, transfer, publicly display, transmit, broadcast or otherwise exploit the SiniSTAR Platform or the Content. However, you may do so if you are the full owner of certain Content or if these Terms expressly authorize you to do so.

No license or right is granted to you implicitly or otherwise under any intellectual property right owned or controlled by SiniSTAR. This however excludes the licenses and rights expressly granted in these Terms.

## **18. Exclusion of warranties**

The SiniSTAR Platform and its Content are provided "as is", without warranty of any kind, either expressed or implied. For example, SiniSTAR:

- I. Does not guarantee the good conduct of any SiniSTAR or Host, and does not endorse their behavior;
- II. Does not warrant the performance, quality, legality or accuracy of any Listing;
- III. does not warrant the performance or non-interruption of the SiniSTAR Platform; and
- IV. Does not warrant that identity or background checks and verifications performed on Listings or Members (if any) will allow to identify past misconduct or prevent future misconduct.

The exclusions of warranty in these Terms and conditions apply to the fullest extent permitted by law. If you have any statutory rights or warranties that SiniSTAR cannot exclude, the duration of those statutory rights or warranties is limited by what is provided by law.

## **19. Limitations on liability**

SiniSTAR and any other party involved in creating, producing or operating the SiniSTAR Platform or any Content are not liable for any damages in connection with:

- I. These Terms and conditions;
- II. The use or inability to use the SiniSTAR Platform or any Content;
- III. Any violation of these Terms and conditions by you or a third party;
- IV. Any communication or interaction you may have with anyone in connection with the use of the SiniSTAR Platform; or
- V. The publication of a Listing.

This is applicable even if SiniSTAR has been advised of the possibility of such damages and even if a limited remedy under these Terms and conditions has failed.

The above damages include any incidental, special, exemplary or consequential damages. Including:

- I. Loss of profits, data or customers;
- II. Interruption of service;
- III. Computer damage or system failure;
- IV. Cost of substitute products or services;
- V. Personal injury or bodily harm;
- VI. Emotional distress.

In no event shall SiniSTAR's aggregate liability for any claim or dispute arising out of or in connection with these Terms and conditions, your interaction with any Member, or your use or inability to use the SiniSTAR Platform or any Content, exceed the following amounts: (A) the amount of fees paid to SiniSTAR in the twelve-month period preceding the event giving rise to liability, or (B) 100\$ in the aggregate for all claims.

SiniSTAR's obligation to make payments to Hosts under these Terms and conditions is, however, excluded from these limitations of liability and damages.

These limitations are essential elements of the contract between you and SiniSTAR. If applicable law does not permit the limitations of liability set forth in these Terms and Conditions, the limitations do not apply to you.

## **20. Indemnification**

To the fullest extent permitted by applicable law, you agree to release, defend (at SiniSTAR's option), indemnify and hold SiniSTAR harmless from all claims, liabilities, damages, losses and expenses arising out of or in connection with:

- I. Your violation of these Terms;
- II. Your improper or inappropriate use of the SiniSTAR Platform;
- III. Any violation by you of any law or the rights of a third party; or
- IV. Actions taken by SiniSTAR in the investigation of an apparent violation of these Terms or if SiniSTAR determines or finds that you have violated these Terms.

The above claims, liabilities, damages, losses and expenses include (but are not limited to) reasonable legal and accounting fees. You warrant the same protections set forth above to SiniSTAR.

## **21. Governing law**

This agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to choice of law principles. Jurisdiction and venue for any legal proceeding involving or arising out of this agreement shall be exclusively in the provincial and federal courts located in the City of Montreal, Province of Quebec.

## **22. General provisions**

These Terms constitute the entire agreement between SiniSTAR and you. If any section of these Terms is determined to be invalid, void or unenforceable, that section shall be void. This shall not affect the validity and enforceability of the remaining sections. SiniSTAR's failure to exercise or enforce any right or provision of this Agreement shall not be construed as a waiver of SiniSTAR's right to subsequently exercise or enforce such right or provision, or any other provision of this Agreement. These Terms do not confer and are not intended to confer any rights or remedies upon any entity other than you and SiniSTAR. You may not assign, transfer or delegate this agreement and your rights and obligations hereunder without the prior written consent of SiniSTAR.

## **23. Support**

If you have any questions about these Terms, please write to us at [info@sinistar.ca](mailto:info@sinistar.ca).

## **24. Privacy policy**

Your use of the SiniSTAR Platform is subject to SiniSTAR's Privacy Policy. It is an integral part of this agreement. Please read the Privacy Policy available on the SiniSTAR website.

## **25. Electronic communications**

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