

## TERMS AND CONDITIONS

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Please read these Terms of Service ("**Terms**") carefully as they contain important information about your legal rights, obligations and remedies. By accessing or using the Sinistar Platform, you agree to be bound by these Terms and to comply with them.

The present Conditions constitute a legally binding agreement ("**Contract**") that binds you to Sinistar and that governs your access to the Sinistar Platform and your use of this site, including the sub-domains of Sinistar and all other sites through which Sinistar provides its services (collectively, the "**Site**") and all associated services (collectively, the "**Sinistar Services**"). The Site and the Sinistar Services are collectively referred to hereinafter as "**Sinistar Platform**".

It is up to the Partners to identify, understand and comply with all laws, rules and regulations applicable to the listing of the advertisement of their furnished and equipped accommodation ("**Accommodation**") on the Sinistar Platform ("**Listing**"). For example, some cities have adopted laws and regulations to limit the ability to accommodate paying guests for short periods of time, or to impose certain tax obligations on them. It is the responsibility of the Partners to identify and, in some cases, obtain any necessary permits, licences or registrations, if applicable. If you have questions about how local laws apply to your accommodation(s) on Sinistar, you should always seek legal advice.

### 1. The Sinistar services

The Sinistar Platform offers relocation services after a disaster and allows Users (persons seeking to be relocated ("**Relocated**"), claims adjusters of insurance companies ("**Claims Adjuster**") and certain third parties who offer housing ("**Partners**"), collectively "Users", to use the Sinistar Platform for relocation purposes. The Sinistar Platform does not allow the Partners to communicate directly with the Relocated, since Sinistar is the link between the two parties.

If you choose to use the Sinistar Platform as a Partner, your relationship with Sinistar is only that of an independent third party contractor, and not of an employee, agent, joint contractor or partner of Sinistar for any reason, and you act exclusively in your own name and for your own benefit, and not in the name or benefit of Sinistar. Sinistar does not direct or control you, and cannot be considered as directing or controlling you, either generally or in application of the present Conditions.

Sinistar is not responsible in case of breakdowns or interruptions of the Internet or telecommunications infrastructures that are not under our control and that can lead to interruptions in the accessibility of the Sinistar Platform. Sinistar can, temporarily and taking into account the legitimate interests of the Users, limit the availability of the Sinistar Platform or certain areas or functionalities of the Sinistar Platform if it is necessary due to limited capacities, to preserve the security or integrity of our servers, or to carry out maintenance operations in order to ensure the good functioning or to improve the functioning of the Sinistar Platform. This clause applies without prejudice to section 9. Sinistar can improve or modify the Sinistar Platform at any time. Sinistar will inform the Users of any modification made on the Sinistar Platform, unless these modifications are minor or do not have a material effect on the contractual obligations of the parties.

## **2. Eligibility and Use of the Sinistar Platform**

To access and use the Sinistar Platform as a Partner, you must be an individual of at least 18 years of age or a duly constituted company, organization or other legal entity, validly existing under the laws of Canada and the Province of Quebec and capable of entering into legally binding contracts.

Verification of Users on the Internet is difficult, and we assume no responsibility for confirming the identity of any User. Notwithstanding the foregoing, for the purposes of transparency and fraud prevention, subject to applicable laws, we may, but are not obligated to, (i) require Users to provide us with official identification or other information, or to submit to other checks designed to verify Users' identities and background, (ii) consult third party databases or other sources of information to check whether Users are included in them, and request reports from service providers, and (iii) if we have sufficient information to identify a User, obtain extracts from criminal or sexual (or similar) offence files from local authorities (if available).

## **3. Modification of these Terms and Conditions**

Sinistar reserves the right to modify at any time the present Conditions in accordance with this article. If we modify the present Conditions, we will post the revised conditions on the Sinistar Platform and will update the date "**Last Update**" at the top of the Conditions. You acknowledge and agree that Sinistar may impose new or additional rules, policies, terms or conditions on your use of the Sinistar Platform at any time.

You hereby agree that sending an email notice of change or posting of a change or an amended Agreement on the Sinistar Platform constitutes sufficient notice of such changes. All such changes are effective immediately. Your continued use of the Sinistar Platform after such

changes will be deemed to be your acceptance of all such changes. If you do not agree with the revised conditions, do not continue to use the Sinistar Platform. It is your responsibility to regularly check the Sinistar Platform to determine if there have been any changes in these conditions and to review these changes.

#### **4. Account Data**

To the extent that such information is required by the Sinistar Platform, you agree to provide complete and accurate information about yourself that may be required at the time of creating an account, and at any other time during your use of the Sinistar Platform ("**Account Data**"). In addition, you agree to maintain and update your Account Data to keep it accurate, current and complete by accessing your account on Platform Sinistar. You are fully responsible for all activities surrounding the use of your account, and you agree to immediately notify Sinistar of any unauthorized use of your account or any breach of security. Sinistar will not be liable to you for any unauthorized use of your account.

#### **5. Content**

Sinistar may allow Users to create, upload and publish content, such as text, photos or other documents and information on or via the Sinistar Platform (the "**Content**").

##### 5.1 Intellectual Property

The Sinistar Platform and the Content may, in whole or in part, be protected by copyright, trademarks and/or other laws of Canada. You acknowledge and agree that the Sinistar Platform and the Content, including all associated intellectual property rights, are the exclusive property of Sinistar. It is forbidden for you to remove, alter or hide any copyright, trademark or other proprietary rights notices integrated in, or accompanying the Sinistar Platform and the Content. All trademarks, logos, trade names and other distinctive signs of Sinistar used on or in connection with the Sinistar Platform and the Content are trademarks or registered trademarks of Sinistar in Canada. The trademarks, logos, trade names and other proprietary designations of third parties used on or in connection with the Sinistar Platform and the Content are used for identification purposes only and may be the property of their respective owners.

You are prohibited to 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, except if you are the rightful owner of a certain Partner 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, except for the licenses and rights expressly granted in the present Conditions.

##### 5.2 Limited License

Subject to your compliance with the present Conditions, Sinistar grants you a limited, non-exclusive, non-sublicensable, revocable and non-transferable license to access and view all the content of the Sinistar Platform and the Content made available on or through the Sinistar Platform and which is accessible to you, only for your personal and non-commercial use.

By creating, publishing or otherwise making available any Content on or through the Sinistar Platform, you grant to Sinistar, at the moment you create, publish or make available the Content, a non-exclusive, royalty-free, transferable and sub-licensable license on this Content, for the duration of the protection of the assigned rights, to access, use, store, reproduce, modify, create derivative works from, distribute, publish, transmit, broadcast and exploit in any other way this Content in order to provide and/or promote the Sinistar Platform on any support, known or not yet known to date and in particular on Internet and social networks. If the Content includes personal information, this Content will only be used for the said purposes if they comply with the applicable personal data protection law. Except with your express consent, Sinistar will not claim any property right on any Content, and no clause of the present Conditions will be deemed to limit your rights of use or exploitation of your Content.

### 5.3 Published Content

You are solely responsible for all the Content that you make available on or via the Sinistar Platform. Therefore, you declare and guarantee that : (i) you are either the sole and exclusive owner of all the Content that you make available on or via the Sinistar Platform, or that you have all the rights, licenses, consents and authorizations necessary to grant Sinistar the rights on this Content as provided in the present Conditions ; and (ii) neither the Content, nor your publication or downloading of the Content will infringe, misappropriate or violate any patent, copyright, trademark, trade secret, moral rights or other exclusive or intellectual property rights, or rights of publicity or privacy of any third party, nor will result in the violation of any applicable law or regulation.

You will not post, upload, submit or transmit any Content that is: (i) fraudulent, false, misleading (either directly or by omission or failure to update information) or deceptive; (ii) defamatory, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, racism, hatred, harassment or harm against any individual or group; (iv) violent or threatening or incites violence; or (v) promotes illegal or harmful activities or substances. Sinistar may, without prior notice, remove or disable access to any Content that Sinistar finds to be in violation of applicable law, these Terms or Sinistar's then current policies or standards, or otherwise may be harmful or objectionable to Sinistar.

Sinistar respects the copyright laws and expects its Users to do the same. If you think that any content on the Sinistar Platform violates your copyrights, please inform us through : [info@sinistar.ca](mailto:info@sinistar.ca)

## **6. Specific conditions for Partners**

## 6.1 General

When Sinistar receives a relocation request (a "**Relocation**") and wants to use the services of the Partner, Sinistar will contact the Partner to rent his/her Accommodation and organize the Relocation. Any relationship of payment of the rent and organisation of the Relocation is between the Partner and Sinistar, and not with the person wishing to be relocated (the "**Relocated**"), who sublets the Accommodation, nor with the insurance company ("**Insurance Company**"), if any.

## 6.2 Partners' Listing

When creating a Listing on the Sinistar Platform, you must (i) provide complete and accurate information about your Accommodation (such as location) and (ii) provide any other relevant information requested by Sinistar.

The images used in your Listing must accurately reflect the quality and condition of your Accommodation. Sinistar reserves the right to require that the Listings have a minimum number of images of a certain format, size and resolution.

Once the Listing is published by the Partner, Sinistar will have to approve the Listing so that it can be visible to everyone on the Sinistar Platform. Sinistar reserves the right to accept or refuse the publication of a Listing at its sole discretion if Sinistar considers, without limiting the following, that (i) the quality of the pictures uploaded by the Partner is poor; (ii) the Accommodation seems unsuitable; (iii) the general appearance of the Accommodation does not meet Sinistar's standards.

You represent and warrant that any Listing you post (i) will not violate any agreement you have entered into with third parties, such as owners associations, co-ownership agreements or others, and (ii) will comply with all applicable laws (such as zoning laws), tax requirements and other rules and regulations (including the possession of all required permits, licenses and registrations).

You also represent and warrant that you are the owner of the Accommodation published, or have obtained the necessary authorizations from the true owner in order to proceed with the Listing of a Accommodation on the Sinistar Platform.

## 6.3 Damages and state of habitability

### **Damages**

In the rare event that a Relocated has damaged your Accommodation or any property in the Accommodation in a way that is not due to normal wear and tear, the Partner may provide proof

of damage to Sinistar. Sinistar will examine the claim on your behalf and will submit it to the Relocated if the claim is reasonable and the damage is not due to normal wear and tear. The Partner will be reimbursed the sums that are justifiable for the damages done on his/her Accommodation after this damage assessment. The Relocated is solely responsible for the payment of these sums, not Sinistar.

Sinistar recommends the Partners to subscribe to an appropriate insurance on their advertised Accommodation(s). Please carefully review any respective insurance policy, and in particular make sure that you are aware of and understand all exclusions and deductibles that may apply to that insurance policy, including but not limited to whether or not your insurance policy covers the actions or inactions of the Relocated Persons during their stay in your Accommodation.

### **State of habitability**

It is the Partner's responsibility to maintain its Accommodation in a habitable state for the duration of a Relocation. For example, the Partner must make the necessary repairs when breakage occurs. The Partner is also responsible for the general maintenance of its Accommodation and adding basic items when these are missing from the Accommodation.

### 6.4 Cancellation of a Relocation

The Relocated must be satisfied with the Partner's Accommodation in order to be relocated there. The rental of the Partner's Accommodation can therefore be cancelled without penalty for Sinistar or the Relocated if the Relocated is not fully satisfied with the Accommodation. The Partner will be paid for the days the Relocated has stayed in the Accommodation.

### 6.5 Confidentiality

All information surrounding the rental price of the Partner's Accommodation will be treated as confidential information ("**Confidential Information**"). Confidential Information means all information relating to the price, including but not limited to the following information: (a) the price agreed between the Partner and Sinistar for the purpose of relocation, the terms of payment between the Partner and Sinistar, the time when payment will be made; (b) what is designated by Sinistar as confidential (either orally or in writing) or is to be considered confidential in view of its nature or the circumstances surrounding the disclosure. In case of non-compliance with this section, the Supplier may lose its title of partner with Sinistar and this contract will be automatically terminated;

### 6.6 Non-Solicitation

The Partner undertakes not to attempt to bypass Sinistar in order to collaborate directly or indirectly with Insurance Companies.

### 6.7 Cleanliness of the Accommodation

When Sinistar calls upon a Partner for a Relocation, and the Partner accepts the Relocation, the Partner must ensure that the Accommodation is clean and tidy before the arrival of the Relocated. The cleaning costs shall be covered by the Partner.

The Partner's Accommodation must be fully furnished and equipped from A to Z. Furnished and equipped Accommodation normally includes all the necessary material so that a Relocated can be able to live and inhabit the Accommodation by bringing only his/her basic personal belongings and clothing.

### 6.8 Duration of Relocation

The duration of a Relocation may be shorter or longer than expected depending on the progress of the renovations or reconstruction done on the Relocated's home. Sinistar will notify the Partner as soon as possible. In the rare cases where the duration of a Relocation would be shortened by Sinistar at the request of an Insurance Company, Sinistar will provide notice to the Partner. Sinistar will notify the Partner as soon as possible and will be liable to pay only for the days when the Relocated will have stayed in the Accommodation.

In case of extension of the relocation period, Sinistar will inform the Partner about the additional period of time required and the Partner may accept or refuse depending on the availability of the Accommodation. A Claims adjuster can cancel or rectify an extension for his Relocated and the Partner will be informed without delay.

### 6.9 Payment

**Pricing.** When listing a housing on [sinistar.ca](http://sinistar.ca), the Partner must set a monthly price for the Accommodation. This price may be adjusted by the Partner according to the circumstances of the rental offers that the Partner will receive once the Accommodation is listed.

**Terms of payment.** Payments are made in monthly periods ("**Monthly Period**"). For example, for a rental from November 15 to December 31, the Partner will receive a first payment for the Monthly Period covering the nights from November 15 to November 30, and then a second payment for the Monthly Period covering the nights from December 1 to December 31.

**Payment.** The Partner will receive a first payment from Sinistar within **2 to 7 days** after the Relocated has entered the Accommodation, and upon receipt of the Partner's check specimen. The Partner's check specimen must be sent by e-mail to [paiement@sinistar.ca](mailto:paiement@sinistar.ca) before a rental. For each additional Monthly Period included in a rental, the Partner is also paid within 2 to 7 days after the start of the Monthly Period.

**Calculation of Payment.** Payment is calculated based on the number of nights. The monthly rate agreed between Sinistar and the relocated Partner will be divided by 30 and multiplied by

the number of nights. This calculation applies to each month of the year, whether it is a 28-day, 30-day or 31-day month.

- **Rentals of one (1) month or more:** the monthly rate agreed upon between Sinistar and the Partner will be divided by 30 and multiplied by the number of nights for which the Relocated will have inhabited the Accommodation, for each given Monthly Period.
  - **Example:** *The monthly rate is 2800\$ and the rental period is from November 15th to December 31st. The Partner will receive, within 2 to 7 days following November 15th, a first payment of 1493,33\$ covering the period from November 15th to November 30th (16 nights), then will receive, within 2 to 7 days following December 1st, a second payment of 2800\$ covering the period from December 1st to December 31st (30 nights).*
- **Rentals of one (1) month and less:** the monthly rate agreed upon between Sinistar and the Partner will be divided by 30 and multiplied by the number of nights.
  - **Example:** *The monthly rate is 1400\$ and the rental period is from February 2nd to February 17th (15 nights). The partner will be paid 700\$  $((1400 \div 30) \times 15 = 700)$ .*

## 7. Compliance with laws, rules, regulations and tax obligations

You are solely responsible for compliance with all laws, rules, regulations and tax obligations that may apply to you. It is important to be regularly informed of the laws, rules, regulations and tax obligations that may apply to you as they may change and new obligations may be imposed on you. Sinistar is in no way responsible for the application of taxes with respect to the supply of accommodation by the Partners.

## 8. Term and Termination, Suspension and other Measures

The terms of this Agreement shall remain in force for an initial term of twelve (12) months, at the end of which it shall be automatically and continuously renewed for subsequent 12-month periods until you or Sinistar terminate the Agreement in accordance with this provision.

Without limiting our rights specified below, Sinistar may terminate this Agreement for convenience at any time by giving you thirty (30) days notice by email to the email address you have provided us.

Sinistar may immediately, without notice, terminate this Contract if (i) you have committed a breach of your obligations under these Conditions or any other policy or standard implemented by Sinistar; (ii) following a Relocation in your Accommodation, Sinistar receives bad comments from the Relocated in relation to the Relocation in general, on your behaviour or on your



Accommodation, (iii) you have violated the applicable laws and regulations or the rights of third parties, or (iv) in case of fraudulent behaviour on your part.

In addition, Sinistar may take any of the following measures (i) to comply with the applicable law, the order of a court, or an administrative or governmental agency, or if (ii) you have violated these Terms, the applicable laws and regulations or the rights of third parties, (iii) you have provided inaccurate, fraudulent, obsolete or incomplete information when creating your Listing, (iv) you and/or your Listings do not meet the quality or eligibility criteria at any time, (v) you have received negative feedback, or Sinistar has otherwise inquired or receives complaints about your performance or behaviour, or if (vi) this is necessary to protect the security or property of Sinistar, the Relocated or to prevent fraud or other illegal activities:

- Refuse to post, delete or defer Listings ;
- Cancel current or confirmed Relocation bookings;
- In case of serious and repeated violations, stop providing you access to the Sinistar Platform.

In case of minor infringements and if necessary, you will be notified of any action contemplated by Sinistar and will be given the opportunity to resolve the problem in a manner reasonably satisfactory to Sinistar.

If we have terminated the present Contract with you, you will not be able to create a new Listing or to access or use the Sinistar Platform.

Sections 5, and 9 to 14 of these terms will survive any termination or expiration of this Agreement.

## **9. Disclaimer and Indemnification**

### **9.1 Disclaimer**

If you choose to use the Sinistar platform, you do so voluntarily and at your own risk. The Sinistar platform is provided "as is" and without warranty of any kind, express or implied.

Sinistar does not make any representation or warranty that its operation of the Sinistar Platform or your use of the Sinistar Platform, including each and every one of its functions, will not be interrupted or free of errors. You also agree that the Sinistar Platform may not be offered temporarily from time to time due to maintenance, technical problems or other reasons. Sinistar may interrupt the Sinistar Platform for unspecified periods of time, or take away your access to a service at any time, without notice and without any responsibility towards you.

You accept that you have had the opportunity you deem necessary to investigate the services of Sinistar, the laws, rules or regulations that may be applicable to you.

## 9.2 Indemnification

To the extent permitted by applicable law, you agree to indemnify Sinistar, as well as its officers, directors, employees, agents, representatives, partners and agents, for all damages, claims, liabilities, losses, costs and disbursements arising from (i) your breach of these terms and conditions, (ii) your misuse of the Sinistar Platform, or (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 conditions or as a result of a conclusion or decision reached by Sinistar that a violation of these conditions has occurred.

## **10. Applicable Law and Jurisdiction**

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

## **11. General Provisions**

The present Conditions constitute the entire Contract between Sinistar and you concerning the object of the present.

If any clause of these Terms is declared invalid, void or unenforceable, said clause will be cancelled without affecting the validity and enforceability of the remaining clauses.

Sinistar's failure to exercise or enforce any right or provision of this Contract does not constitute a waiver by Sinistar of its right to subsequently exercise or enforce such right or provision, or any other provision of this Contract.

These Terms of Service do not confer and are not intended to confer any rights or remedies upon any person other than the parties.

You may not assign, transfer or delegate this Contract and your rights and obligations hereunder without the prior written consent of Sinistar.

## 12. Support

If you have any questions regarding these terms, please email us at [info@sinistar.ca](mailto:info@sinistar.ca).

## 13. Privacy Policy

Your use of the Services is subject to Sinistar's privacy policy ("**Privacy Policy**"), which expressly forms part of this Agreement. Please read this Privacy Policy available on the Sinistar Platform.

## 14. Electronic Communications

TO THE EXTENT THAT YOU PROVIDE AN EMAIL ADDRESS TO SINISTAR, YOUR ACCEPTANCE OF THIS AGREEMENT MEANS THAT YOU CONSENT TO RECEIVE COMMUNICATIONS FROM SINISTAR ELECTRONICALLY. SINISTAR MAY FROM TIME TO TIME SEND YOU BY E-MAIL, AS A USER OF THE SERVICES, UPDATES TO THE SERVICES OR CHANGES TO THESE TERMS. YOU AGREE THAT ALL SUCH UPDATES AND OTHER COMMUNICATIONS THAT SINISTAR SENDS TO YOU ELECTRONICALLY SATISFY ANY LEGAL REQUIREMENT THAT SUCH COMMUNICATIONS BE IN WRITING.

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