

# Terms and Conditions

Last Update: April 12, 2024

## Introduction

Welcome to the Sinistar platform. Sinistar Inc. ("**Sinistar**", "**We**" or "**Our**") is the owner and operator of the Sinistar websites, applications, and other services (collectively referred to as the "**Sinistar Platform**"). The terms "you" and "your" refer to each individual who uses the Sinistar Platform.

These General Terms and Conditions (the "**Terms**") govern your use of the Sinistar Platform. Please read them carefully.

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**". The term "**Insurer**" refers to the insurance company that insures the Policyholder. Hosts receive "**Rental Offers**" from Insurers, to whom they may offer "**Accommodations**" to host Policyholders. Each Accommodation listing 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.

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. Our mission

Through our extensive community of Hosts, we provide efficient and affordable temporary relocation solutions ( "**Relocation**") to Policyholders and Claims adjusters, creating a sense of comfort and home during the challenging post-disaster period.

## 2. Search and Booking 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. **Booking.** The Policyholder or Claims adjuster can 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.

The Insurer agrees to pay on behalf of the Policyholder the fees 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**"). 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 accommodations to Insurers to relocate Policyholders from their neighborhood - and to generate income. Hosts set their price, availability, and select the Rental Offers they want to bid on.
- 3.2. **Contract with Policyholder.** When you Quote on a Rental Offer and it is approved by the Claims adjuster, 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. **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.
- 3.4. **Confidentiality of Policyholder information.** As a Host, you will receive and use Policyholders' personal information in the context of Relocation. You are responsible for processing and using the personal data of the Policyholder you host in accordance with privacy laws and these Terms. You may only use the personal information received through the Sinistar Platform for Relocation management.

## 4. Account Creation and Listing Management

- 4.1. **Creation and Accuracy of a Listing.** As a Host of the Sinistar Platform, you are responsible for creating, managing and the accuracy of your Listing(s). This involves:
  - I. You must register as a Host to be able to offer Accommodations. Sinistar provides you with simple and effective tools to configure and manage your listings;
  - II. Your Host account must be associated with a personal name and photo, not those of a company;
  - III. You must include complete and accurate information about the Accommodation in your Listing and provide any other required information;
  - IV. You must ensure that the information in your Listing is regularly updated and accurate;

- V. The images used in your Listing must accurately reflect the quality and condition of the Accommodation presented. Use authentic photos that show the Accommodation as it actually is; and
- VI. If you are not the owner of the Accommodation advertised, you must obtain the necessary permissions from the owner to publish a Listing on the Sinistar platform.

As a provider of the Sinistar Platform, Sinistar does not own, control, offer or manage any Listing, except as regards to their acceptance on the Sinistar Platform.

- 4.2. **Listing Requirements.** Sinistar reserves the right to require Listings to have a minimum number of images of a certain format, size and resolution. Sinistar may also accept or refuse the publication of a Listing at its discretion. For example, if the Accommodation does not meet Sinistar's quality criteria. It is important to note that Listings cannot contain contact details or links to external websites. Any Listing that does not meet these criteria may be refused.

Once published on the Sinistar Platform, Sinistar may at any time request that you make changes to your Listing if it does not meet Sinistar's criteria. If you fail to take the necessary steps to modify your Listing, Sinistar reserves the right to delete it.

- 4.3. **Accommodation Features and Description.** The offered Accommodation must be fully furnished and equipped. This means that it must include all the furniture and equipment necessary for the Policyholder to live comfortably by only bringing their personal belongings and basic clothing. Standard equipment may include, but is not limited to, a bed, a table and chairs, a sofa, appliances such as a refrigerator, stove, and microwave, as well as basic kitchen utensils and dishes.
- 4.4. **Know your legal obligations.** As a Host, you are required to understand and comply with all laws, regulations, and contracts with third parties 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. Some cities have zoning laws or other regulations that restrict short-term rental of residential properties. Check local regulations for applicable rules. Landlord regulations, condominium agreements, or others may also restrict or prohibit short or long-term rentals. Please also ensure that the advertised Accommodation meets all applicable building standards. The information provided by Sinistar regarding legal requirements is for informational purposes only. You must independently verify your obligations.
- 4.5. **Liability Insurance.** As a Host, you are required to obtain or maintain liability insurance of at least two million dollars (\$2,000,000).

## 5. Relocations

- 5.1. **Quote.** At the time of the Quote, you are invited to set a price per night for your Accommodation. You may also add an amount for fixed fees, which may be charged once per Relocation. The Quote includes the price per night and fixed fees. Unless otherwise indicated, the Quote cannot be modified once sent, and you are responsible for the price you have set, including any eventual extensions.
- 5.2. **Preparing for Policyholder Arrival.** You are responsible for providing entry instructions at least 24 hours before the Policyholder's arrival (or as soon as possible before the Policyholder's arrival if it is imminent), failing which Sinistar reserves the right to cancel the reservation.
- 5.3. **Duration.** The duration of the Relocation may vary due to sometimes uncertain delays related to reconstruction after a disaster. Sinistar cannot guarantee a precise end date and may be required to shorten the Relocation period at the request of the Insurer. In such a case, Sinistar will inform you promptly, and your payment will correspond to the number of nights used by the Policyholder. If you have already been paid, you must reimburse Sinistar for the unused nights.
- 5.4. **Extension.** In some cases, an extension of stay may be required (an "**Extension**"). When this happens, Sinistar sends you an Extension request promptly. You can then accept or refuse the Extension, depending on the availability of your Accommodation. Extension requests may be canceled or modified according to the needs of the Policyholder and the Insurer. In this case, you will also be informed promptly.
- 5.5. **Peaceable Enjoyment of Accommodation.** During the entire duration of their Relocation, the Policyholder must be able to enjoy the premises peacefully. This means that you must not disturb the Policyholder during their Relocation. You may not access the Accommodation without the prior consent of the Policyholder, except in certain circumstances specified by law, such as necessary repairs or maintenance or in an emergency situation. It is prohibited to conduct visits to the Accommodation while a Policyholder is relocated there, unless you have the written consent of the Policyholder and with reasonable notice.
- 5.6. **Written Inventory, Photos and Videos.** You must create a written inventory of the items in your Accommodation and take dated photos or videos before each Relocation. This evidence may be necessary in the event of a claim for damages (as defined in Article 9).
- 5.7. **Host Responsibilities.** 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.

5.8. **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 do not rely on any statement of law made by Sinistar, and that Sinistar is in no way responsible for any loss of income that may result from a Relocation.

5.9. **Off-Platform Transactions.** By using the Sinistar Platform, you agree not to conclude or attempt to conclude transactions, or communicate with a Policyholder, Claims adjuster, or Insurer outside the Sinistar Platform, including:

- I. Entering into a contract;
- II. Demanding payment (for example, a security deposit) without Sinistar's prior agreement;
- III. Obtaining future Relocations.

Sinistar reserves the right to expel from the Sinistar Platform any Host who acts contrary to this article, without notice.

## 6. **Payment Terms**

6.1. **Fees.** Sinistar may charge service fees to Hosts in exchange 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, Service Fees are non-refundable. Sinistar reserves the right to modify the Service Fees at any time, and these may vary from one Relocation to another. If you disagree with the Service Fees, you may choose not to submit a Quote for Rental Offers.

6.2. **Payment.** You can expect to receive an initial payment within 10 to 14 business days following the arrival date of the Claimants in the Accommodation. Subsequent payments (if any) will be made to you on a monthly basis, between the 10th and 14th business day of each month until the end of the rental period.

6.3. **Calculation of Payment.** To calculate the amount of a payment, we multiply the cost per night by the number of nights. We then deduct the service fees of the Sinistar Platform, which are taxable. You are paid for a maximum of 29 nights per rented full month.

## **7. Cancellations**

- 7.1. Cancellation by the Host.** Hosts are not allowed to cancel confirmed reservations or ongoing Relocations, unless for a force majeure reason, applicable law, or for valid reasons as determined by Sinistar.

If you cancel a reservation despite these conditions, you may be subject to cancellation fees. Additionally, your chances of receiving Rental Offers in the future will be significantly reduced. Depending on the situation, you may not receive any at all. Once the Policyholder finalizes the documentation for their Relocation, the reservation is confirmed. Any withdrawal by the Host is considered a cancellation of the rental.

If you have already submitted a Quote for a Rental Offer and your Accommodation is no longer available for the Policyholder, you must notify Sinistar immediately. Messages sent outside normal business hours may not be read in time, and Sinistar is not responsible if this leads to a cancellation of the rental.

- 7.2. Cancellation by the Policyholder or Sinistar.** The Policyholder must be satisfied with their Accommodation. If the Policyholder is not fully satisfied with their Accommodation for a valid reason as determined by Sinistar, the Relocation may be canceled without penalty for Sinistar, the Policyholder, the Claims Adjuster, or the Insurer. You will then be paid for the nights used by the Policyholder. If you have already been paid, you must reimburse Sinistar for the unused nights.

## **8. Repairs and Issues during Relocation**

- 8.1. Host Responsibilities for Repairs.** It is the Host's responsibility to carry out all necessary repairs to the Accommodation to ensure a safe and comfortable stay for the Policyholder. This includes, but is not limited to, repairing or replacing defective equipment, structural damage, and safety issues. You acknowledge that you must bear the costs associated with these repairs and agree to carry them out promptly to maintain the quality and safety of the Accommodation. If you fail to comply with this clause, Sinistar reserves the right to suspend your payments until the issue is satisfactorily resolved, and you may be held responsible for damages resulting from your failure to perform the necessary repairs. Furthermore, if you fail to respond to the Policyholder's or Sinistar's request within a reasonable time frame, you hereby authorize Sinistar to send a qualified technician to carry out the necessary repairs. The technician's fees will be deducted from your next payment, or if you have no further payment to receive, you will be required to reimburse Sinistar. All repairs exceeding \$500 will require prior authorization from the Host.
- 8.2. Issues during Relocation.** It is your responsibility to maintain the Accommodation in good condition for the entire duration of the Relocation. In the case of serious or persistent problems, such as water leaks, insect infestations, or if the Accommodation is



deemed unsanitary or unfit for habitation, Sinistar reserves the right to immediately terminate the rental and cancel the remaining portion of the rental if the Claimant wishes to vacate the premises. Alternatively, to reduce the reservation amount to 50% per night, depending on the extent of the problem encountered. If a payment has already been made, you must reimburse it to Sinistar without delay.

## **9. Damages**

9.1. **Appropriate Insurance.** Sinistar strongly recommends that Hosts obtain sufficient insurance coverage to protect their property against material damages (often referred to as homeowners insurance). Sinistar also advises Hosts to carefully review the terms and conditions of their insurance policy, including but not limited to coverage and exclusion terms, applicable deductibles, and whether actions or omissions of a Policyholder during their stay in your property are covered.

9.2. **Damage Claim.** If you provide valid evidence that a Policyholder has caused damage ("**Damage**") to your property, you may proceed with a damage claim. A "**Damage Claim**" is a process allowing the Host to claim compensation from the Policyholder to cover the cost of repairing or replacing the Damage.

Before submitting a Damage Claim, ensure that:

- I. The Damage exceeds normal wear and tear or is aimed at replacing a missing or stolen item;
- II. The Damage Claim is reasonable;
- III. You have evidence, such as an inventory conducted before the Policyholder's entry and/or timestamped photos or videos of the property; and
- IV. You submit your Damage Claim within seven (7) days following the Policyholder's departure.

9.3. **Content of Damage Claim.** A Damage Claim must include the following elements to be considered by Sinistar:

- I. Detailed description of the Damage(s);
- II. All available evidence to support the claim, such as photos and timestamped videos, invoices, written inventory, repair estimates, expert reports, etc.;
- III. An estimate of the costs required to repair or replace the damaged item(s);
- IV. Any communication exchanged with the Policyholder regarding the Damage and attempts to resolve the issue.

In case of major damage, a repair estimate and an expert report are required.

- 9.4. **Assessment and Transmission to Policyholder.** Once your Damage Claim is submitted, our team will review the provided information and all presented evidence. We will endeavor to process your claim promptly, but we cannot guarantee a specific timeframe. Sinistar may request additional information from you. After evaluation, your claim will be forwarded to the Policyholder if Sinistar determines the claim is valid.

The Policyholder has a period to respond to the Damage Claim. If the Policyholder agrees to compensate you, the funds will be disbursed to you.

- 9.5. **Sinistar's Role.** Sinistar acts solely as an intermediary between the Policyholder and you. If you are dissatisfied with the outcome of the Damage Claim, you are free to pursue legal remedies against the Policyholder. Sinistar will not be involved in such proceedings. We strongly encourage amicable settlement, but understand this may not always be possible. Sinistar does not provide legal services and cannot act as legal counsel for you or the Policyholder.

Sinistar is not responsible for payment of the amounts you claim, actions or omissions of the Policyholder, or your loss of income.

## **10. Taxes**

- 10.1. **Host Taxation.** 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 (collectively, "**Taxes**").
- 10.2. **Collection and Remittance by Sinistar.** In jurisdictions where Sinistar facilitates the collection and/or remittance of Taxes on behalf of Hosts, you instruct and authorize Sinistar to collect Taxes on your behalf and/or remit these Taxes to the relevant tax authority.
- 10.3. **Tax information.** In some jurisdictions, tax regulations may require Sinistar to collect and/or report tax information about you. 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.

# General terms and conditions

## 11. 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 available on the Sinistar website ("**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.

## 12. Rules of the Sinistar Platform

12.1. **Rules.** When using the Sinistar Platform, you must respect the following rules:

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

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

12.2. **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.

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

### 13. **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.

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

14.1. **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.

14.2. **Termination.** You may terminate this agreement at any time by requesting so via email. If you breach any provisions of these terms or any other policy or standard set by Sinistar, Sinistar may terminate this agreement without notice. Additionally, Sinistar may, at its sole discretion and subject to compliance with all applicable laws, terminate this agreement or suspend or terminate access to your Sinistar account at any time, for any reason or without reason, with or without notice.

For minor infractions or when appropriate, and at the sole discretion of Sinistar, you will be informed of any measures considered by Sinistar and will have the opportunity to resolve the issue. You may appeal the actions we have taken under this section by contacting customer service.

14.3. **Effects of Termination.** Upon termination of this agreement, you are not entitled to restoration of your account or your Content. If your access or use of the Sinistar Platform has been limited, 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. You also may not use it with another Member's account.

14.4. **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 14.2.

14.5. **Survival.** Sections 1 to 26 apply even if you or Sinistar terminate this agreement.

### 15. **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

## **16. 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 14.2; 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.

## **17. 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).

## **18. 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, the United States and/or Europe. 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, the United States and/or Europe. 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.

## **19. 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.

## **20. 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) for Policyholders, the amount paid as a Policyholder during the 12-month period preceding the event giving rise to liability; (B) for Hosts, the amount paid as a Host during the 12-month period preceding the event giving rise to liability, (C) for any other party, the amount paid to Sinistar during the 12-month period preceding the event giving rise to liability, or (D) for any other individual, 100\$.

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.

## **21. 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.

## **22. 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.

## **23. 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.

**24. Support**

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

**25. 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.

**26. Electronic communications**

To the extent that you provide Sinistar with an e-mail address, acceptance of this agreement constitutes your consent to receive communications from Sinistar electronically. You agree to receive from Sinistar all updates to these Terms and other communications by email.