

Terms and Conditions of Sherkston Trailer Rentals Inc. ("Company")

Last Updated: June 11, 2021

The following terms and conditions (the "**Terms**") govern access to and use of the website, www.sherkstonpropertyrental.com, and a mobile application offered by the Company (collectively, the "**Portal**"). When used in these Terms, "Company", "we", "us", or "our" refers to the Company. The Portal is provided to you by the Company, subject to your compliance with these Terms. By accessing and using the Portal, you represent that you have read and agree to be bound by the Terms. If you do not agree with the Terms, please do not use the Portal. Further, if you violate any of the Terms, the Company may terminate your access to the Portal without notice.

The Portal is an online platform that enables users to list, search for, and book accommodations ("**Properties**"). Users who list and offer Properties for rent are "**Owners**" and users who search for, book, or rent Properties are "**Renters**" (collectively, the "**Users**"). Web-pages with information (including availability calendar, photos and description) for Properties listed on the Portal are referred to as "**Listings**". For the purposes of interpretation, any words in these Terms that are singular shall be interpreted as if they include the plural and any words in these Terms that are plural shall be interpreted as if they include the singular.

You must register an account to access and use the Portal, and must keep your account information accurate.

As a provider of the Portal, the Company does not own, control, offer or manage any Listing or Property. The Company is also NOT (i) a party to any contracts concluded directly between Owners and Renters, (ii) a real estate broker, (iii) a travel agent, (iv) insurer, or (v) a property manager. The Company is not acting as an agent in any capacity for any User. Any payments for booking a Property are made by the Renters directly to the Owners through the third-party payment processing company independent of and unrelated to the Company. Owners and Renters are responsible for understanding and complying with all laws, rules, regulations and contracts concluded with each other and third parties that apply with respect to the Property or their use of the Portal.

GENERAL TERMS APPLICABLE TO ALL USERS

1. **Content.** The Portal enables you to post comments, photos, text and other content (collectively, the "**Content**"). By providing Content on the Portal, in whatever form and through whatever means, you grant the Company a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable licence to copy, modify, prepare derivative works of, distribute, publish and otherwise exploit, that Content, without limitation. You represent that you are the sole owner of all rights in the Content posted by you (including all related copyrights) or that you have the absolute right to license its use. You are solely responsible for all Content that you provide and are responsible and liable if any of your Content violates or infringes the intellectual property or privacy rights of any third party. Any Content that is discriminatory, obscene, harassing, deceptive, violent or illegal, as determined in our sole discretion, is prohibited and will be removed from the Portal without notice. You understand

that when using the Portal, you will be exposed to Content from a variety of sources, and that the Company is not responsible for the Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against the Company with respect thereto. The Company does not endorse any content, or any opinion, recommendation, or advice expressed therein, and the Company expressly disclaims any and all liability in connection with such Content.

2. **Copyright.** We are the owner or the licensee of all intellectual property rights in the Portal and the Content. These rights in the Portal and the Content are protected by copyright laws. All such rights are reserved. As such, representation, reproduction, nesting, distribution and redistribution, partial or total, for whatsoever purpose, of the Portal or the Content is prohibited. Any person, entity or group doing so without being able to prove the express consent of the copyright holder will be liable for the penalties for copyright infringement under applicable law.
3. **Assumption of Risk by Users.** You acknowledge that there are risks, including risk of property damage, illness, bodily injury, disability, or death, associated with many activities which are related to or stem from your use of the Portal (for example listing or booking of any Property or any interaction with other Users whether in person or online) and you agree to assume, to the maximum extent permitted by law, all risks which may arise out of your use of the Portal. This means each Renter is solely responsible for determining whether a particular Listing is acceptable for the Renter, and each Owner is solely responsible for determining whether to enter into a contract with a particular Renter. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in the listing or renting of the Property through the Portal. You agree that you have had the opportunity to review and familiarize yourself with the Portal and any laws, rules, regulations, or obligations that may be applicable to Listings or Properties and that are not relying upon any statement, representation or warranty made by the Company and acknowledge that the Company makes no representations or warranties in this regard and as outlined in paragraph 11 *Disclaimer and Warranties* of these Terms.
4. **Users' Legal Obligations.** You agree and acknowledge that you are solely responsible for researching, understanding and complying with any laws, rules, regulations or contracts concluded with other Users or third parties that apply with respect to the Property or your use of the Portal. We cannot provide any information regarding legal requirements and you should independently confirm your obligations. You are also solely responsible for handling and protecting other Users' personal information that becomes available to you through the use of the Portal and understanding and complying with applicable privacy laws. If you have any questions about applicable laws, you should seek legal advice.
5. **Bookings, Cancellations, Refunds, Complaints, Damages and Modifications.** All matters respecting Listings or Properties, including but not limited to, bookings, cancellations, refunds, complaints, damages and modifications are governed pursuant to the contract between the Owner and the Renter. The Company is not involved in these matters and the Renters and Owners should contact each other directly, and not the Company, with any questions they

might have respecting the Listing, the Property or the terms of the contract between the Owner and Renter.

6. **Fees.** No service fees are charged to the Renters by the Company. The Company may charge fees (and applicable sales taxes) from time to time to the Owners for use of the Portal. Service fees are non-refundable and charged directly to the Owners.
7. **Risk of Harm.** If you believe that a User, a Listing, a Property or Content poses an imminent risk of harm to a person or property, you should contact local authorities immediately and **not** the Company. Except as required by law, you agree that we are not obligated to take action in response to any report for the risk of harm.
8. **Modification of Terms.** The Company may modify these Terms at any time without a notice to you. If these Terms are modified, the revised Terms will be posted on the Portal and are effective once they are posted, with the date the Terms were last updated indicated at the top of the webpage. You are responsible for periodic review of the Terms and must be aware of any such revisions. If any modification to the Terms is unacceptable to you, you may terminate this agreement immediately by sending us an email with a request to deactivate your user account. Your continued use of or access to the Portal following the posting of the modified Terms shall be deemed to be an acceptance of such Terms.
9. **Accounts.** You must register an account to use the Portal. Registration is only permitted for persons who are 25 years or older and you must provide accurate, current, and complete information during registration and keep your account information up to date. You represent and warrant that you are not a person or entity barred from using the Portal under the laws of the applicable jurisdiction. You may not register 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 may not disclose your credentials to any third party. You are responsible and liable for activities conducted through your account and must immediately notify the Company if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. You hereby expressly consent that if and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) take reasonable steps to help verify your identity or background, and (iii) request reports from service providers.
10. **Communication Services.** The Portal may contain message or communication facilities designed to enable you to communicate with other Users (collectively, "Communication Service"), and you agree to use the Communication Service only to send and receive messages and post reviews which will be available to the public that are proper. By the way of example, and not as a limitation, you agree that when using a Communication Service, you will not: (a) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (b) publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; (c) upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the

rights thereto or have received all necessary consents; (d) upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; (e) advertise or offer to sell or buy any goods or services, unless directly related to the applicable Listing on the Portal; (f) conduct or forward surveys, contests, pyramid schemes or chain letters; (g) download any file posted by another User of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; (h) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; (i) restrict or inhibit any other User from using and enjoying the Communication Service; (k) harvest or otherwise collect information about others, including e-mail addresses, without their consent; (l) violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Service. However, the Company reserves the right to review materials posted through a Communication Service and to remove any materials in its sole discretion. The Company reserves the right to terminate your access to the Communication Services at any time without notice for any reason whatsoever.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Provider's sole discretion.

You should always use caution when giving out any personally identifying information about yourself or third parties in any Communication Service. The Company does not control or endorse the messages or information sent through the Communication Service and, therefore, the Company explicitly disclaims any liability concerning the Communication Service and any actions resulting from your participation in any Communication Service.

11. Disclaimer of Warranties. THE PORTAL, ITS CONTENTS, AND ANY SOFTWARE OFFERED OR CONTAINED HEREIN ARE PROVIDED ON AN "AS IS" BASIS AND ON AN "AS AVAILABLE" BASIS. COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARISING FROM STATUTE OR OTHERWISE, WITH RESPECT TO THE PORTAL, ITS CONTENTS, OR SUCH SOFTWARE, LINKS, TOOLS, TIPS OFFERED OR CONTAINED HEREIN, OR EXISTENCE, CONDUCT OR PERFORMANCE OF ANY RENTER, OWNER OR THIRD PARTY, AND SAFETY, QUALITY, LEGALITY OR SUITABILITY OF PROPERTY OR LISTING, AND DISCLAIMS ALL SUCH REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ERROR-FREE OR UNINTERRUPTED SERVICE, ACCURACY, AVAILABILITY, RELIABILITY, SECURITY, CURRENCY AND COMPLETENESS ARISING FROM OR RELATING TO THE PORTAL, ITS CONTENT OR ANY LINKS, ANY SOFTWARE, TOOLS, TIPS, PRODUCTS OR SERVICES PROVIDED THROUGH

THIS SITE. IN ADDITION, COMPANY DOES NOT PROVIDE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION THAT THE INFORMATION ACCESSIBLE VIA THE PORTAL IS ACCURATE, COMPLETE OR CURRENT. ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. THIS PROVISION SHALL SURVIVE THE TERMINATION OF YOUR USE OF THE PORTAL FOR ANY REASON.

12. **Limitation of Liability.** IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES AND ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR AGGRAVATED DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND THIRD PARTY CLAIMS) OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH: (i) THE PORTAL; (ii) ANY MATERIALS, INFORMATION, QUALIFICATION AND RECOMMENDATIONS APPEARING ON THE PORTAL; (iii) ANY SOFTWARE, TOOLS, TIPS, PRODUCTS, OR SERVICES OFFERED THROUGH, CONTAINED IN OR ADVERTISED ON THE PORTAL; (iv) ANY LINK PROVIDED ON THE PORTAL; (v) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS YOU MAY HAVE WITH USERS OR SOMEONE YOU INTERACT OR MEET WITH THROUGH, OR AS A RESULT OF, YOUR USE OF THE PORTAL; (vi) LISTING OR BOOKING OF OR STAY AT ANY PROPERTY; (vii) AND YOUR ACCOUNT AND PASSWORD, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET OUT IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT WILL THE COMPANY'S AGGREGATE LIABILITY FOR ANY CLAIM OR DISPUTE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, YOUR INTERACTION WITH ANY USERS, OR YOUR USE OF OR INABILITY TO USE THE PORTAL OR ANY PROPERTY, EXCEED: (I) TO RENTERS, THE AMOUNT YOU PAID AS A RENTER FOR THE RENTAL PERIOD FOR A PARTICULAR BOOKING DURING WHICH THE EVENT GIVING RISE TO THE LIABILITY OCCURRED, (II) TO OWNERS, THE AMOUNT PAID TO YOU AS AN OWNER FOR THE RENTAL PERIOD FOR A PARTICULAR BOOKING DURING WHICH THE EVENT GIVING RISE TO THE LIABILITY OCCURRED, OR (III) TO ANYONE ELSE, ONE HUNDRED CANADIAN DOLLARS (CAD \$100). THESE LIMITATIONS OF LIABILITY AND DAMAGES ARE FUNDAMENTAL ELEMENTS OF THE AGREEMENT BETWEEN YOU AND COMPANY. IF APPLICABLE LAW DOES NOT ALLOW THE LIMITATIONS OF LIABILITY SET OUT IN THESE TERMS, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS PROVISION SHALL SURVIVE THE TERMINATION OF YOUR USE OF THIS PORTAL FOR ANY REASON.

YOU ACKNOWLEDGE THAT YOU WILL BE FULLY LIABLE FOR ALL DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE PORTAL.

13. **Indemnification.** To the maximum extent permitted by applicable law, you agree to release, defend (at Company's option), indemnify, and hold the Company (including its affiliates, officers, directors, agents and employees) harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms (including any supplemental or additional terms that may apply), (ii) your improper use of the Portal, (iii) your interaction with any User, listing or booking of or stay at any Property, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, listing, booking or stay, (iv) your failure to collect or remit applicable taxes, or (v) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights.
14. **Force Majeure.** The Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labour or materials.
15. **No Waiver.** The Company's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.
16. **Applicable law and Jurisdiction.** The Portal is controlled and operated by the Company from its offices within the Province of Ontario, Canada. We make no representation that the Content is appropriate or available for use in other locations. Those who choose to access the Portal from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. The Terms and your use of the Portal shall be governed by, construed and enforced in accordance with the laws of the Province of Ontario, as it is applied to agreements entered into and to be performed entirely within such province. Any action you or any third party may bring to enforce these Terms or in connection with any matters related to the Portal shall be brought only in the courts of the Province of Ontario and you expressly consent to the exclusive jurisdiction of said courts. If any provision of the Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein and shall not be modified except as agreed to by us in writing.

RENTER SPECIFIC TERMS

17. **Searching.** You can search for the Listing by using criteria like the booking dates and number of guests. Search results are based on their relevance to your search. You should confirm calendar availability for the Property in the Listing prior to submitting a booking request.
18. **Booking.** To book the Property for your selected dates, subject to availability, submit a booking request on the selected Listing page directly to the Owner. At the time of submitting your booking request, you will be able to review the Owner's contract for the rental of the Property. Once the booking request is received by the Owner, the Owner will review your request and, if your request is approved by the Owner, the Owner will send you a confirmation of booking for the Property.

OWNER SPECIFIC TERMS

19. **Listing.** The Portal provides you, the Owner, with the platform to list your Property for rent by creating a Listing. As an Owner, you are solely responsible for what you put in your Listing — you set your price, availability, rules and provide your rental contract.
20. **Contracting with Renters.** When you accept a booking request and the payment from the Renter, you are entering into a contract directly with the Renter (and **not** the Company), and are responsible for providing the Property for rent to the Renter pursuant to the terms and conditions of that contract. You are also agreeing to pay applicable fees, including, without limitation, the Portal's service fee (and applicable sales taxes).
21. **Contact after Booking Only.** Owner agrees that under no circumstances will Owner cause or allow Owner's property manager to contact a renter until after booking is complete and payment has been accepted by the Owner. Notwithstanding anything else in this Agreement, the Owner acknowledges and agrees that, in the event of a breach of this term, this Agreement will be terminated by the Company forthwith.
22. **Independence of Owners.** You expressly agree that you and the Company are not, and shall not be deemed to be, partners or joint venturers with each other. The Company does not own, manage or control your Property or Listing, and you agree that you have complete control and discretion with respect to your Listing, you Property and at what price and on what terms to offer it.
23. **Listing.** You can create and manage your Listing through the Portal. Your Listing should include complete and accurate information about your Property, including your price, availability, photographs of the Property and the terms and conditions of the rental contract, which will allow a potential Renter to assess whether they wish to rent the Property. You are solely responsible for keeping your Listing information (including calendar availability, description and photos) up to date and accurate at all times. The Portal allows you to maintain only one Listing per Property.

24. **Taxes.** As an Owner, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, and include in your price, as the case may be, any applicable taxes.