

## YARDI® BREEZE CANADA TERMS OF USE

Revision December 12, 2019

WELCOME TO YARDI® BREEZE, the innovative, powerful property management software platform provided to you by Yardi Canada Ltd. and its affiliated entities (collectively, "Yardi").

1. **BY USING THE YARDI® BREEZE SOFTWARE AND ANY OF ITS FEATURES, SERVICES, ADD-ON PRODUCTS, OR DOCUMENTATION (COLLECTIVELY, "YARDI BREEZE"), YOU AND ANYONE YOU ALLOW TO MANAGE PROPERTIES ON YOUR BEHALF OR ON BEHALF OF YOUR BUSINESS OR A PROPERTY OWNER (INDIVIDUALLY AND COLLECTIVELY SOMETIMES REFERRED TO AS "YOU", "YOUR", OR "CLIENT") AGREE TO BE LEGALLY BOUND BY THE MOST CURRENT VERSION OF THESE TERMS OF USE (THE "TERMS" OR "TERMS OF USE"), WHICH MAY BE UPDATED BY YARDI FROM TIME TO TIME AND ACCESSIBLE TO YOU BY CLICKING THE [YARDI® BREEZE TERMS OF USE](#) LINK FOUND ON THE "COMPANY SETTINGS" SCREEN WITHIN THE YARDI BREEZE SOFTWARE. IF YOU DO NOT AGREE TO THE MOST CURRENT VERSION OF THESE TERMS, YOU MAY NOT USE (OR MUST STOP USING) YARDI BREEZE.**

### 2. License, Restrictions, and Access.

- a. **License.** When you purchase and register to use Yardi Breeze, you have a non-exclusive, non-transferable (except as expressly provided in these Terms), limited license to access and use Yardi Breeze solely for the purpose of managing residential or commercial properties during the Initial Term or any subsequent Term.
- b. **Restrictions.** We hope you love using Yardi Breeze as much as we enjoyed creating it! Other than managing residential or commercial properties, you are prohibited by these Terms from sharing (except as expressly provided by these Terms), renting, leasing, selling, transferring, sublicensing, assigning, time sharing, or making publicly available, your access to Yardi Breeze, including but not limited to your log-in credentials. You are also prohibited from using Yardi Breeze for any purpose other than managing residential or commercial properties including but not limited to: (1) reverse engineering, decompiling or otherwise attempting to discover source code; or (2) studying, examining, benchmarking, scraping, modifying, reproducing, copying, making derivative works from, distributing, publishing, promoting service bureau services, publicly displaying or training, or demonstrating Yardi Breeze. And if you are a property management software company or any other competitor of Yardi, you should know that accessing, using, or licensing Yardi Breeze for any reason whatsoever is strictly prohibited—so don't do it!
- c. **Access to the Yardi Network.** Depending on the Yardi Breeze features and services you use, you may have direct or indirect access to the Yardi network including servers owned, leased and maintained by Yardi (sometimes called the "Yardi Cloud"). Yardi will use commercially reasonable efforts to keep the Yardi Cloud up and running 24-hours a day, seven days a week, excluding down-time for maintenance, repairs, and other necessary activities. By using Yardi Breeze, you are prohibited from knowingly or negligently doing anything to disrupt, damage, interfere with, or otherwise adversely affect the Yardi Cloud including but not limited to introducing, transmitting or disseminating viruses, corrupted files, malware, or any other harmful or malicious software or programs.

### 3. Term.

- a. **Each Term.** You have agreed to an Initial Term (and subsequent Terms) of one-year. Your right to access Yardi Breeze in accordance with these Terms will begin when you first register Yardi Breeze (the "Effective Date"), and will continue for one year from the Effective Date (the "Initial Term"). If you continue to use Yardi Breeze beyond the Initial Term, a new one-year term will automatically begin, and after that new one-year term ends another new one-year term will begin, and so on (each a subsequent "Term").

### 4. Pricing and Payment.

- a. **Pricing and Monthly Minimums.** Yardi Breeze is priced and monthly minimums are calculated separately for each applicable product type as outlined below. In the event your portfolio consists of both residential and commercial licenses, the Yardi Breeze Commercial monthly minimum applies.

#### Yardi Breeze Monthly Fees

License	Price	Minimum Term	Monthly Minimum
Yardi Breeze Residential	\$1.00/Unit/month	1 year (billed monthly)	\$100.00/month
Yardi Breeze Commercial	\$2.00/Unit/month	1 year (billed monthly)	\$200.00/month
Yardi Breeze Corporate Sites	\$100.00/Site/month	1 year (billed monthly)	no minimum

#### One-Time Fees

Service	Price
Yardi Breeze Corporate Sites Set-Up	\$2,000.00/Site

#### Additional Terms

### All Pricing is in CAD.

You can increase or decrease the number of units at any time. Your monthly charges will be based on the actual unit count for the unit types you managed in each month of your Initial Term or subsequent Term. In the event your active unit count is less than the monthly minimum indicated for each product type, you will be billed for the monthly minimum amount. To quickly calculate the cost for the number and types of units you manage, please visit the Yardi Breeze pricing calculator at <https://www.yardibreeze.ca/pricing/>.

There are no hidden charges for licensing and using Yardi Breeze.

If you register for certain additional features, products and services (such as tenant screening) these will cost extra, and tenants who use the Yardi Breeze payment processing services will be responsible for the applicable Fees as defined in the PAYMENT PROCESSING TERMS section of these Terms.

- b. **Billing and Payment.** The amount you owe for your use of Yardi Breeze is due and payable on the last day of each month of your Initial Term or subsequent Term, and will be automatically charged to the credit card you provided during the registration process. **BY SIGNING UP FOR YARDI BREEZE AND PROVIDING YOUR CREDIT CARD, YOU WARRANT AND AGREE THAT YOU ARE AUTHORIZED TO USE THE CREDIT CARD YOU PROVIDE AND THAT YOU AUTHORIZE YARDI BREEZE TO CHARGE THAT CARD EACH MONTH AS DESCRIBED IN SECTION 4.a. OF THESE TERMS AND FOR ANY OTHER SUPPLEMENTAL FEATURES, PRODUCTS AND SERVICES FOR WHICH YOU REGISTER, PLUS ANY APPLICABLE TAXES, DURING THE INITIAL TERM AND ANY SUBSEQUENT TERM. It is your responsibility to maintain an active credit card and provide any updates within Yardi Breeze.**
- c. **Failure to Pay.** If for any reason your payment is declined, returned, or otherwise cannot be processed, your access to Yardi Breeze will be suspended. This means you will not be able to access Yardi Breeze to manage your units. To restore your access to Yardi Breeze, you must bring your account into good standing. If after 45 calendar days payment is not made in full, your Yardi Breeze account will be permanently closed, and for safety and security reasons all property management related data that you, your tenants, or anyone else acting on your behalf entered into Yardi Breeze will be permanently deleted. Any disputes about a failure to pay or to request that access to Yardi Breeze be restored until a dispute is resolved MUST be sent in writing within 30 days from the date your access to Yardi Breeze was suspended to:

Yardi Breeze  
Attn: Legal Department  
430 S. Fairview Avenue  
Santa Barbara CA 93117

If you submit a dispute within 30 days of a payment that became due, your access to Yardi Breeze may be temporarily restored, in Yardi's sole discretion, until the dispute is fully addressed. If a dispute is ongoing, your property management data will not be permanently deleted during that time regardless of whether your access is temporarily restored while the dispute is addressed.

## 5. **Termination and Survival.**

- a. **Termination.** If you elect to terminate your Yardi Breeze license at any time before the end of your Initial Term (except for cancellations within the first 30 days of your Effective Date), or subsequent Term, you are responsible for the monthly charges for Yardi Breeze for each month remaining in the Initial Term or Term in which you terminate Yardi Breeze, and you will continue to have access to Yardi Breeze for the remainder of your Initial Term or subsequent Term. If you cancel on or before the 30th day of your Initial Term, you will not be charged for your use of Yardi Breeze, but you will still be responsible for any charges you may have incurred for supplemental services, such as tenant screening. To terminate your Yardi Breeze license, you must contact a Yardi Breeze representative by calling (888) 569-2734 or send a notice of termination in writing to:

Yardi Breeze  
Attn: Terminations  
430 S. Fairview Avenue  
Santa Barbara CA 93117

At the end of your Initial Term or subsequent Term in which you terminate Yardi Breeze, your access to Yardi Breeze will end and for safety and security reasons all property management related data that you, your tenants, or anyone else acting on your behalf entered into Yardi Breeze will be permanently deleted. If you wish to save any of your property management data, you MUST do so before the end of the Initial Term or Term in which you terminate.

- b. **Survival.** Your obligations under these Terms in Sections 2, 3, 4, and 5 and any other obligations you have to protect information that does not belong to you and to remit payments, fees or charges that are your responsibility under these Terms continue even after you cancel or terminate Yardi Breeze.

## 6. **Getting Started and Training.**

- a. **Getting Started.** For information about getting started, visit [www.yardibreeze.ca](http://www.yardibreeze.ca). If you are already a registered Yardi Breeze user, you also have access to built-in live chat support during most business hours (times will vary depending on where you are located). Please look for the "Chat With Us" icon within Yardi Breeze. Yardi Breeze users can also contact the Yardi Breeze support team by telephone for 8 hours of initial training and set-up at no additional cost. After that, you can still contact us for telephone support at a cost of \$120 per hour (billed in 15-minute increments, meaning a call lasting 1 to 15 minutes is \$30; a call lasting 16-30 minutes is \$60, etc.).
- b. **Training.** When you purchase Yardi Breeze, you will also have access to a variety of on-screen tours and tutorials in addition to the built-in live chat support. Access to these resources is available within Yardi Breeze.

## 7. **Authorized Users and Passwords.**

- a. **Authorized Users.** You agree that you will not allow anyone to log into Yardi Breeze for any purpose that is inconsistent with or in any way prohibited by these Terms. Only you or the individuals you have expressly authorized to manage properties on your behalf are authorized to access and use Yardi Breeze, but you cannot sublicense access to Yardi Breeze to other property managers.
- b. **Passwords.** You should always observe good password security practices in all your on-line activity, including when using Yardi Breeze. It is your sole and exclusive responsibility to protect your password. Although Yardi will make a reasonable effort to work with you to restore a backup of data that is lost or corrupted because your password was obtained and used by an unauthorized party, under no circumstances shall Yardi be liable to you or anyone for any reason whatsoever, including for any data loss, corruption, or misuse, arising from the misuse of your password by anyone under any circumstance.

## 8. **Property and Tenant Data Ownership, Protection, and Limitation of Liability.**

- a. **Data Ownership.** Property and tenant data is owned by you and hosted by Yardi Breeze in the Yardi Cloud at no additional charge. If at any time you would like a copy of your current property and tenant data, you can export it in the form of reports using standard Yardi Breeze tools. However, as set forth in these Terms, for safety and security reasons all property management related data that you, your tenants, or anyone

else acting on your behalf entered into Yardi Breeze will be permanently deleted if you cancel or terminate Yardi Breeze. **IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT ANY DATA YOU WISH TO PRESERVE IS COPIED AND EXPORTED BEFORE YOUR ACCESS TO YARDI BREEZE ENDS AND ANY DATA IS PERMANENTLY DELETED IN ACCORDANCE WITH THESE TERMS.**

- b. **Data Protection.** Yardi takes the protection of your data seriously and agrees to use firewalls and other commercially reasonable technology generally used in the industry to prevent unauthorized third-party access to the Yardi Cloud where your property and tenant data is stored. Yardi also agrees to use commercially reasonable encryption technology generally used in the industry to protect the transmission of sensitive tenant data and to encrypt highly sensitive tenant data that is at rest in the Yardi Cloud.
- c. **LIMITATION OF LIABILITY.** NOTWITHSTANDING THE FOREGOING, YARDI SHALL NOT BE LIABLE TO YOU IF: (A) ITS USE OF FIREWALLS AND OTHER TECHNOLOGY FAILS TO PREVENT UNAUTHORIZED THIRD-PARTY ACCESS TO CLIENT DATA; OR (B) ITS USE OF ENCRYPTION TECHNOLOGY FAILS TO PREVENT UNAUTHORIZED THIRD-PARTIES FROM ACCESSING SENSITIVE TENANT INFORMATION DURING TRANSMISSION OR FROM ACCESSING HIGHLY SENSITIVE TENANT INFORMATION AT REST IN THE YARDI CLOUD. NOTHING IN THESE TERMS SHALL CONSTITUTE A REPRESENTATION OR WARRANTY BY YARDI THAT CLIENT DATA TRANSMISSION OR STORAGE WILL BE INACCESSIBLE TO UNAUTHORIZED THIRD PARTIES.

**9. Confidentiality, Exceptions, Obligations to Disclose, and the Return of Confidential Information.**

- a. **Confidentiality.** “**Confidential Information**” means the property and tenant data that you manage using Yardi Breeze, and all Yardi and Yardi Breeze patent, copyright, trade secret, and other proprietary information of any kind. You and Yardi agree not to disclose the other’s Confidential Information to any unauthorized third party, except as described below.
- b. **Confidentiality Exceptions.** Confidential Information is not protected from disclosure if the information: (1) is no longer confidential (through no fault of the party that would like to disclose it); (2) was already in the possession of the party that would like to disclose it, provided it was obtained properly and without any violation of any other confidentiality requirements that apply; or (3) was independently developed by the party that wants to disclose it without having used, referred to, or relied on the other party’s Confidential Information.
- c. **Obligations to Disclose.** From time to time, Yardi may receive a legal request from a third party in the form of a subpoena, search warrant, or other legal process (collectively, a “**Disclosure Demand**”) demanding that Yardi disclose certain Confidential Information that belongs to you and that is in Yardi Cloud. When this happens, Yardi will notify you that it has received the Disclosure Demand unless Yardi is legally prohibited from doing so (such as if a court orders Yardi to surrender data without notifying you, which can sometimes happen in criminal or other sensitive investigations). If you receive a Disclosure Demand notice from Yardi, you can either take no action in which case Yardi will comply with the Disclosure Demand in whatever way it is legally required to do so, or you can take steps, at your own expense, to prevent Yardi from complying with the Disclosure Demand. Taking steps to prevent Yardi from complying with a Disclosure Demand will almost certainly require that you get competent legal advice, which Yardi cannot provide.
- d. **Return of Confidential Information.** Your Confidential Information is and shall at all times remain yours, and Yardi’s Confidential Information is and shall at times remain Yardi’s. These Terms do not grant or imply any license or other rights to you or to Yardi of the other’s Confidential Information, except as expressly set forth in these Terms. Upon the end of your Term, you have five business days to return to Yardi any Yardi Confidential Information you may have, if any. For safety and security reasons, all property management related data that you, your tenants, or anyone else acting on your behalf entered into Yardi Breeze during the time you used Yardi Breeze will be permanently deleted when your access to Yardi Breeze ends. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT ANY CONFIDENTIAL INFORMATION THAT BELONGS TO YOU, SUCH AS PROPERTY MANAGEMENT DATA, IS EXPORTED BEFORE YOUR ACCESS TO YARDI BREEZE ENDS, as Yardi will have no obligation to return this data to you or to preserve or retain it after your access ends for any reason (except as may be ordered by a court or other authority of competent jurisdiction).

**10. DISCLAIMERS, WARRANTY, WAIVERS, REMEDIES, AND LIABILITY LIMITATIONS.**

- a. **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH BELOW IN THE “LIMITED SOFTWARE WARRANTY,” AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YARDI DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH REGARD TO YARDI BREEZE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT YARDI BREEZE WILL MEET YOUR SPECIFIC SOFTWARE, TECHNICAL, PROPERTY MANAGEMENT, OR ANY OTHER REQUIREMENTS OR EXPECTATIONS.
- b. **INTERNET PERFORMANCE DISCLAIMER.** YARDI DOES NOT AND CANNOT CONTROL THE FLOW OF DATA VIA THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT THE INTERNET. YARDI WILL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS BUT CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, YARDI DISCLAIMS ANY LIABILITY RESULTING FROM OR RELATING TO SUCH EVENTS.
- c. **LIMITED SOFTWARE WARRANTY.** Yardi warrants that Yardi Breeze does not infringe on or misappropriate any third party proprietary information, trademark, copyright, patent rights, intellectual property rights, or trade secrets. Any damages for a breach of this LIMITED SOFTWARE WARRANTY by Yardi are strictly limited by these Terms.
- d. **REMEDY FOR BREACH OF LIMITED SOFTWARE WARRANTY.** IF YARDI BREACHES ITS LIMITED SOFTWARE WARRANTY TO YOU, YARDI AGREES TO USE COMMERCIALY REASONABLE EFFORTS TO MODIFY THE LICENSED PROGRAMS SO THAT THE LICENSED PROGRAMS CONFORM TO THAT WARRANTY. IF SUCH MODIFICATION IS NOT COMMERCIALY REASONABLE, THEN YARDI WILL NOTIFY YOU AND YOU MAY TERMINATE THESE TERMS WITHOUT PENALTY. THE FOREGOING IS YOUR SOLE REMEDY IN THE EVENT OF A BREACH OF THE LIMITED SOFTWARE WARRANTY.
- e. **DAMAGES WAIVER.** NOTWITHSTANDING ANY OTHER OF THESE TERMS, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YARDI DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS’ FEES, EXPERTS’ FEES, AND COURT COSTS (EVEN IF YARDI HAS BEEN ADVISED OF

THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THESE TERMS.

- f. **LIMITATION OF YARDI'S LIABILITY AND YOUR SOLE REMEDY AGAINST YARDI.** IN ADDITION TO ALL OTHER LIMITATIONS SET FORTH IN THESE TERMS, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AGREE THAT YARDI SHALL HAVE NO LIABILITY WHATSOEVER EXCEPT IN THE EVENT OF A CLAIM OR CAUSE OF ACTION ARISING OUT OF OR CONNECTED WITH THESE TERMS FOR WHICH YARDI WAS THE SOLE CAUSE, AND THAT YARDI'S MAXIMUM LIABILITY TO YOU, REGARDLESS OF THE AMOUNT OF LOSS YOU MAY CLAIM OR HAVE SUFFERED, SHALL BE LIMITED TO A REFUND OF THE FEES YOU ACTUALLY PAID TO YARDI IN THE 12 MONTHS IMMEDIATELY PRIOR TO THE DATE YOU FIRST NOTIFY YARDI OF YOUR CLAIM. THIS REFUND IS YOUR SOLE AND EXCLUSIVE REMEDY.
11. **Disputes.** In the event of a dispute arising out of or related to these Terms or your use of Yardi Breeze, you and Yardi will use commercially reasonable and good faith efforts to informally and timely resolve the dispute. All such efforts shall be confidential and be protected under applicable law as compromise and settlement negotiations. If after 30 calendar days of good faith negotiations in accordance with this section the parties are unable to reach a mutually satisfactory resolution, either party may pursue its rights and remedies under applicable law.
12. **Assignment.** These terms and your access to Yardi Breeze cannot be assigned by you for any reason without the prior, express, written consent of Yardi, which Yardi may withhold in its sole discretion. Any attempted or purported assignment without the prior, express, written consent of Yardi is void. These Terms are binding on and inure to the benefit of both you and Yardi and our respective, authorized assigns, successors, and legal representatives.
13. **Governing Law and Venue.** These Terms are governed and determined by the laws of Canada and the Province of Ontario as such laws are applied to agreements made and performed entirely within Toronto, Ontario, Canada. Any action or proceeding related to or arising out of these Terms shall be resolved only in a court of competent jurisdiction in the City of Toronto, Province of Ontario, Canada (or, if there is no court of competent jurisdiction in the City of Toronto, Ontario, Canada, then the court of competent jurisdiction closest to the City of Toronto, Ontario, Canada), and you and Yardi expressly consent to the personal jurisdiction of such courts and waive any right to cause any action or proceeding to be brought or tried elsewhere.
14. **Waiver.** If you or Yardi waive any breach of these Terms by the other party, that waiver shall not be construed as a waiver of any subsequent breach of the same or similar nature, or any other breach of any kind.
15. **Severability.** If a court or other body of competent jurisdiction determines that any part of these Terms is unenforceable, you and Yardi expressly acknowledge and agree that all other parts of these Terms unaffected by that determination shall remain valid and enforceable.
16. **Headings.** The section headings and captions in these Terms are for convenience only, and you and Yardi agree that the headings and captions do not and are not intended to limit or change the substance of these Terms in any way.
17. **Data Use.** Yardi may aggregate, compile, and use your data to improve, develop or enhance Yardi Breeze or the other services Yardi offers or may offer in the future. By aggregating any such data, Yardi will not preserve it in a form that can be traced back to you or any tenants residing in any property you own or manage.
18. **Entire Agreement and Modification.**
- a. **Entire Agreement.** These Terms constitute the final, complete, and exclusive agreement between you and Yardi pertaining to the subject matter in these Terms, and these Terms expressly replace and supersede other prior understandings or agreements, if any and no matter what form they may have been in. You and Yardi also acknowledge and agree that each has not been induced to enter into these Terms by or because of any representations, warranties, or otherwise that are not set forth in these Terms.
- b. **Modification.** These Terms can only be modified by Yardi, which it may do in its sole discretion, from time to time. It is your responsibility to know, understand, and abide by the most current version of these Terms as available by clicking on the [YARDI® BREEZE TERMS OF USE](#) link found on the "Company Settings" screen within the Yardi Breeze software.

## **PAYMENT PROCESSING TERMS**

**Overview and KYC.** Payment processing features (collectively, "**Payment Services**") are built into Yardi Breeze. To access and use the Payment Services, you must provide certain additional information about you, your business, and/or the owners of the properties you manage. This information is collected, reviewed and validated by the Yardi KYC ("**Know-Your-Client**") team as part of a required customer identification program (or "**CIP**"). The CIP requirements and other terms and conditions in addition to the Yardi Breeze Terms are required by the third-party providers that make payment processing possible (such as payment facilitators and credit card networks) and cannot be waived (collectively, the "**Payment Services Terms**" or "**Payment Processing Terms**"). If you do not provide the required information, if the information you provide does not meet the requirements of Yardi or of the applicable third-party providers, or if you do not agree to and accept all of the Payment Services Terms, you cannot enable and use Payment Services within Yardi Breeze.

**ACKNOWLEDGEMENT.** IN ADDITION TO THE YARDI BREEZE TERMS, BY USING YARDI BREEZE PAYMENT PROCESSING SERVICES INCLUDING (BUT NOT LIMITED TO) RENT PAYMENT SERVICES, PAYMENT PROCESSING, OR ANY OTHER PAYMENT OPTIONS THAT MAY BE AVAILABLE THROUGH YARDI BREEZE, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED, AND AGREED TO BE BOUND BY THESE PAYMENT PROCESSING TERMS AS TO THE PAYMENT SERVICES YOU CONFIGURE AND USE. WITH RESPECT TO CREDIT CARD OR PAD TRANSACTIONS, YARDI IS ENTERING INTO THE PAYMENT PROCESSING TERMS ON BEHALF OF AND AS AN AGENT OF THE APPLICABLE ACQUIRER.

THESE PAYMENT PROCESSING TERMS MAY BE UPDATED AND REVISED ONLINE FROM TIME TO TIME AND YOUR CONTINUED USE OF PAYMENT SERVICES THROUGH YARDI BREEZE CONSTITUTE YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE THEN-CURRENT VERSION OF THESE PAYMENT PROCESSING TERMS.

1. **Definitions.** Capitalized terms used but not defined in these Payment Processing Terms shall have the meanings given to them in Section 17 below.
2. **Payment Processing.**
  - a. You may select the types of Transactions available to Users from among the available configurations within Yardi Breeze. Please note

that some of the Transaction configurations covered by these Payment Processing Terms may not yet be available to you and are subject to Applicable Law. You agree that the Payment Processing Terms shall govern your use of Yardi's Payment Services in Canada. As indicated in the Payment Processing Terms, you are required to initial certain terms. You acknowledge and agree that your agreement to these Terms shall fulfill such requirement on a continuing basis, including as to any updates to the Payment Processing Terms.

- b. **Transactions and Sweeps.** All credit card and debit card Transactions shall be processed through Yardi's master merchant account with BluePay. You will generally receive Sweeps of your: (i) MasterCard, Amex and Visa credit card funds and debit card funds from your sponsored-merchant account(s) within four business days after such Transaction(s) and (ii) all EFT and other Transaction funds within four business days.
  - c. **Fees.** The following Payment Processing Fees ("**Fees**") are as follows and may be amended by Yardi in its reasonable and sole discretion:
    - (1) PAD per Transaction: **\$0.95**
    - (2) MasterCard®, Visa®, AMEX®: **1.75%**
    - (3) MasterCard® or Visa® PAD: **0.75%**
    - (4) Per Occurrence Fees (Chargebacks, dishonoured PADs, Retrievals, change in designated bank account): **\$20.00**
  - d. **Payment.** Within Yardi Breeze, Payment of Fees is the responsibility of User and these Fees will not appear in your general ledger.
  - e. **Chargebacks.** You acknowledge and agree that you are fully liable for all charges, Chargebacks, disputes and other customer service issues relating to Transactions made via Payment Services.
3. **Your Representations and Warranties.** You represent, warrant and covenant to each of the following:
- a. **Your Authorizations.** In connection with the Payment Services, you expressly authorize (i) Yardi to accept any Payment Network-branded card or other payment method that Yardi makes available to Users through the Payment Services, in Yardi's sole discretion, to submit charges on such payment methods on your behalf, and to receive settlement from BluePay for authorized charges; (ii) the Acquirer to establish a reserve against you at any time for any reason; and (iii) Yardi or BluePay to debit your bank account in accordance with the your PAD Agreement. You acknowledge that Yardi's approval of your use of the Payment Services is subject at all times to the approval of the Acquirer and/or a Payment Network.
  - b. **Bank Information.** You shall provide Yardi with complete and accurate bank information and shall keep such bank information up-to-date with Yardi at all times, including the details of your PAD Account and your FI (as those terms are used in Section 10(a)). Failure to do so may result in payments being misdirected, withheld, or returned to Users. Yardi shall in no event be liable for any damages directly or indirectly resulting from incorrect bank information or payment instructions provided by you. You agree that Yardi may share this information with third-party payment processors.
  - c. **Compliance.** Your business is a legitimate business and you will use the Payment Services only for legal purposes and in compliance with all Applicable Laws, Payment Network Rules (including any Payment Network Rules specific to your industry), the Payment Processing Terms, and any other Yardi policy, procedure or other requirement relating to the Payment Services (including any policies against restricted or prohibited goods or services), as each may be amended from time to time. Furthermore, you agree to be bound by Applicable Laws as they apply to the PAD services including without limitation requirements set forth in Appendix II of CPA Rule H1. In the event of any conflict between a Payment Processing Term and a Payment Network Rule, the Payment Network Rule will control. You acknowledge that a Payment Network has the right to enforce its Payment Network Rules and to prohibit Yardi and/or you from engaging in conduct that the Payment Network deems could injure or could create a risk of injury to the Payment Network, including injury to reputation, or that could adversely affect the integrity of the Payment Network's systems and/or confidential information. You agree not to take any action that could interfere with or prevent the exercise of such right by the Payment Network or Yardi's compliance with the Payment Network Rules.
  - d. **Payment Network Marks.** You acknowledge that (i) each Payment Network is the sole and exclusive owner of its respective marks, (ii) you will not contest the ownership of any such marks for any reason, and (iii) upon direction from the relevant Payment Network, Yardi, BluePay or the Acquirer may, at any time, immediately and without advance notice, prohibit you from using any mark of a Payment Network for any reason.
  - e. **Information Requests.** You shall promptly provide to Yardi, upon request from time to time during its use of the Payment Services, with all requisite information necessary for Yardi to perform the Payment Services, monitor your activities and use of the Payment Services for the purpose of deterring fraud and other wrongful activities (including site surveys of your physical, electronic or other establishments), perform verification checks (including credit, KYC and AML checks), and to ensure your compliance with the Payment Processing Terms, Applicable Law, and the Payment Network Rules. Such requested information may include the names of your principals and their country of domicile, current address of your offices, all DBAs used by you, your URLs, your customer service contacts for User disputes and inquiries, a complete description of your goods or services paid for through the Payment Services, copies of or information related to User PAD Agreements, and bank and other financial statements and information.
  - f. **User Relations and Customer Service.** You shall maintain customer service information that is readily available for review by Users. The customer service information should provide clear instructions on how to contact you, including an active customer service email address and telephone number. You shall further ensure that its refund policies for payments made through any given Payment Network are at least as favorable as its refund policies for purchases on any other payment method, and that such refund policies are clearly and conspicuously disclosed to the User. You shall not bill or collect from any User for any payments made by the User through the Payment Services unless a Chargeback has been exercised, you have fully paid for the charge, and you otherwise have the right to do so. You shall accept, and shall not prevent Yardi from accepting, any valid Payment Network-branded card when properly presented by Users, subject to Applicable Laws permitting you to elect to accept credit only or debit only or both debit and credit cards. You shall have the rights to provide discounts to Users based on any method of payment selected by the User.
  - g. **Employees Agents and Representatives.** You are solely responsible for the performance of your obligations, and those of your employees, agents and representatives, in connection with your use of the Payment Services.
  - h. **Data Security.** You shall maintain sufficient safeguards to protect any Data and Transaction information in its possession and shall comply with Applicable Laws and Payment Network Rules relating to the security of such information, including PCI-DSS Yardi may from time to time request evidence of your compliance with its data security obligations. You may not otherwise disclose any Data or Transaction information to any third-party except as permitted under the Payment Network Rules and Applicable Law, including Privacy Laws.

- i. **Payment Network Liability.** At Yardi's discretion, you agree to pay all fines, fees, penalties and other assessments or indebtedness levied by a Payment Network to Yardi which are attributable in any way to any act or omission by you.
  - j. **Direct Acquiring Agreement.** Upon such time that you process, or Yardi anticipates (upon notice and in its sole discretion) that you will process: (i) at least one million dollars (\$1,000,000) in Visa transactions (or such other amount as Visa may determine from time to time); (ii) at least five hundred thousand dollars (\$500,000) in Amex transactions (or such other amount as Amex may determine from time to time); or (iii) at least one million dollars (\$1,000,000) in MasterCard transactions (or such other amount as MasterCard may determine from time to time); in each case in any 12-month period, you shall enter into a direct payment processing agreement with BluePay and/or the relevant Acquirer solely with respect to that Payment Network for which you have exceeded the applicable transaction amount threshold.
  - k. **Forensic Investigations.** If you are undergoing a forensic investigation at the time the Payment Processing Terms becomes effective, you agree to fully cooperate with the investigation until completed.
  - l. **Prohibited Acts.** You will not: (i) take any action that results or may result in a significant circumstance that creates harm or loss of goodwill to any Payment Network; (ii) accept, and will ensure that its Users do not conduct, any Transactions that you know or should have known to be either fraudulent, not authorized by the User, or made on behalf of or redirected to another party; or (iii) transfer or attempt to transfer its financial liability by asking or requiring Users to waive their dispute rights. In addition, Transactions shall not include payments between and among your partners, investors and other third parties not affiliated with rent.
  - m. **Your Portal Content.** With respect to any content or trademarks provided by you for use in connection with any Portal, you represent that you have all necessary right, title, and/or interest in and to any such content or trademarks, and agrees to defend, indemnify and hold Yardi harmless from and against any claims, damages or losses resulting from a breach of the foregoing warranty.
  - n. **Amex Express Additional Terms.** If you accept Transactions initiated with an Amex-branded payment method, in addition to all other obligations established by the Payment Processing Terms, you agree to the terms and conditions set forth in the Amex Merchant Reference Guide – Canada, available at [www.americanexpress.ca/merchantguide](http://www.americanexpress.ca/merchantguide) and other similar terms that may be published by Amex, all of which are incorporated by reference into these Payment Processing Terms.
4. **Your Consents**
- You agree to accept Visa Debit in a card not present transaction environment.
  - You agree to accept MasterCard Debit in a card not present transaction environment.
5. **General Yardi Rights**
- a. **Availability of Payment Networks.** Yardi has the right to suspend or terminate a User's ability to pay you using any or all payment methods, including a specific Payment Network-branded payment device, through the Payment Services: (i) at the direction of the relevant Payment Network, the Acquirer or a governmental authority; or (ii) for your failure to comply with the Payment Processing Terms. You are aware and accept that the Payment Networks available through the Payment Services may change from time to time and that Yardi may remove any specific Payment Network at any time. Yardi reserves the right to revise, temporarily suspend, discontinue, replace and/or make changes to its Payment Services or any portion thereof, its websites or other User interfaces to the Payment Services, in its sole discretion for any reason from time to time and without notice, provided that Yardi will inform you prior to any changes that will materially affect the provision of the Payment Services.
  - b. **Restricted Merchant List.** If you violate the Payment Processing Terms or any obligation under the Payment Network Rules, Yardi may report you to the relevant Payment Network's restricted or terminated merchant database.
  - c. **Chargebacks, Withholdings and Setoff.** You are fully liable for all charges, Chargebacks, disputes and other customer service issues relating to Transactions made through the Payment Services. Yardi reserves the right to withhold from settlement any amount of payments due to you in anticipation of any liabilities, damages, Transaction fees, Chargebacks, refunds and other reversal fees, fines, penalties and other amounts owed by you to Yardi, including in the following situations: (i) if you, after a written warning, repeatedly fails to meet its obligations under the Payment Processing Terms, or is otherwise in material breach of the Payment Processing Terms; (ii) if you experience a significantly elevated level of Chargebacks, returns or complaints relative to its historic figures; or (iii) if Yardi reasonably suspects that your financial situation has deteriorated significantly. Prior to withholding funds pursuant to this Section, Yardi will inform you of the reason for such withholding. Yardi may retain such withholding until the underlying breach has been cured or the risk has been mitigated to Yardi's reasonable satisfaction. Yardi may, in its own discretion, offset any amounts owed to you against any claims Yardi may have against you. In the event of termination of your Yardi Breeze license or the Payment Services by either party, Yardi reserves the right to retain further payments to you until all amounts due to Yardi are satisfied.
6. **Data Use.** The parties acknowledge that the Data or certain other information collected, used and disclosed pursuant to these Terms of Use may constitute personal information pursuant to Privacy Laws and may be regulated by Privacy Laws and other Applicable Laws. The parties agree that any such information will be collected, used and disclosed in accordance with these Terms of Use and Applicable Laws, including Privacy Laws, and with the privacy codes of Yardi, BluePay and you, and will only be used and disclosed in connection with the Payment Services. Yardi's privacy policy is available through RENTCafé and BluePay's privacy policy is available at <https://www.bluepay.com/privacy-policy-ca/>. Your privacy policy is available through the Portal.
7. **Your Duty to Inform.** For anti-money laundering and other lawful purposes, you agree to immediately notify Yardi:
- a. regarding circumstances concerning you or your parent or owner that result in or pose a significant risk to your financial status;
  - b. about changes relating to your address, its board or other changes having a significant effect on your ownership structure;
  - c. if there are any material changes with regard to the type of products or services offered by you as reported to Yardi in the setup form or application or if the name under which you conduct your business is changed;
  - d. if there are any other material changes relating to your business activities; or
  - e. if you learn that you or any of your employees, agents or contractors have used the Payment Services for any purpose which is contrary to the Applicable Laws.
8. **Term.** Notwithstanding anything to the contrary set forth in these Terms of Use, after the expiration of the Initial Term, the term for the Payment Processing Terms shall automatically renew for six-month terms unless a party provides written notice of non-renewal not less than 90 days before the end of the then current term.
9. **Termination of Payment Services.**
- a. Upon notice to you, Yardi may immediately terminate your use of the Payment Services upon the occurrence of any of the following:
    - (a) you materially breach the Payment Processing Terms and fail to cure such breach within 7 days of written notice of a material breach (or if you cannot reasonably cure the material breach within 7 days, fails to continuously and diligently work to cure the breach

until the breach is cured); (b) you notify Yardi, or Yardi receives information that indicates, that you do not meet Yardi's underwriting or creditworthiness requirements; (c) Yardi, in its sole reasonable discretion, determines that your activities are fraudulent, create harm or loss of goodwill to any Payment Network, constitute a "suspicious transaction" within the meaning of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), or are otherwise wrongful; (d) as directed by any Payment Network, the Acquirer or a governmental authority; or (e) either of Yardi or BluePay is no longer authorized to process Transactions as your payment facilitator or payment service provider.

- b. Yardi may increase fees or add fees for additional services utilized by you upon 90 days' notice. In the event of a fee increase or the introduction of a new fee, you may terminate the Payment Processing Terms without penalty by providing written notice to Yardi within 90 days of receiving notice of the fee increase or a new fee. If Yardi provides you notice regarding a reduction in applicable Payment Network interchange fees, and the full savings is not passed through to you from such reduction, then you may terminate the Payment Processing Terms without penalty by providing Yardi written notice within 90 days' of receiving the notice of such reduction.

10. **Your Pre-Authorized Debit Agreement.**

- a. You authorize Yardi, or BluePay on Yardi's behalf, to debit your bank accounts as designated by you for this purpose, the details of which are set out on the payment processing setup form provided by you to Yardi (the "**PAD Account**") for the purpose of making payments to Yardi arising under or in connection with the Payment Services. Such debits shall be sporadic, and Yardi shall obtain your authorization prior to initiating any such debit. You authorize your financial institution ("**FI**") to honour and pay all such debits. If a debit is dishonoured by FI for any reason, Yardi shall be entitled to issue another debit in substitution for the dishonoured debit. Yardi shall be under no liability whatsoever caused by a dishonoured debit.
- b. The debits authorized under these Terms are for business purposes.
- c. You warrant that all persons whose signatures are required to sign on the PAD Account have signed the Payment Processing Terms and that all the information with respect to the PAD Account is accurate. You agree to promptly notify Yardi in writing of any change in the PAD Account information.
- d. This authorization is to remain in effect until Yardi has received written notification from you of its change or termination. You may obtain a sample cancellation form, or more information on your right to cancel this PAD Agreement at your FI or by visiting [www.cdnpay.ca](http://www.cdnpay.ca).
- e. You have certain recourse rights if any debit does not comply with this PAD Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, you may contact your FI or visit [www.cdnpay.ca](http://www.cdnpay.ca).
- f. You may contact Yardi at 430 S. Fairview Ave., Santa Barbara, CA 93117, Attn: Payment Processing Team to make inquiries, obtain information or seek recourse with respect to any PAD initiated under these Terms by Yardi.

11. **Transaction Limits.** EFT Transactions over \$25,000 are prohibited. Yardi may change the Transaction limits in its sole reasonable discretion.

12. **Indemnification.** For the purpose of the obligations contained in these Payment Processing Terms only, you agree to indemnify and hold Yardi, BluePay, the Acquirer, any Payment Network, and their respective employees, officers, agents, shareholders, and directors harmless from any and all third party claims, losses, damages, costs, expenses (including lawyers' fees), fines, penalties regardless of whether the same are actual, direct, indirect, incidental, consequential, or punitive ("**Damages**") resulting from or in connection with the Payment Services or incurred as a result of, or related to, the following causes: (a) your breach of any covenant, representation or warranty; (b) your violation of any Applicable Law; (c) any claim made by a payor or any other person in accordance with the CPA Rules in respect of any PAD delivered under these Terms; (d) reckless or willful misconduct by you or any of your agents, employees, officers, or directors; (e) any inaccuracies in information including but not limited to your bank account information provided to Yardi; and (f) any inaccuracies or errors made by you or your employees or agents with respect to payment instructions from you to Yardi.

13. **Limitation of Liability.** IN ADDITION TO ANY OTHER LIMITATIONS SET FORTH IN THE TERMS OR ANY OTHER AGREEMENT WITH YARDI, IN NO EVENT SHALL YARDI, BLUEPAY, THE ACQUIRER, ANY PAYMENT NETWORK OR THEIR RESPECTIVE AFFILIATES, SUCCESSORS, OR PERMITTED ASSIGNS BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY) ARISING OUT OF OR IN CONNECTION WITH THE PAYMENT SERVICES, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES. NEITHER YARDI, BLUEPAY, THE ACQUIRER, YOU NOR ANY PAYMENT NETWORK WILL BE RESPONSIBLE TO THE OTHER FOR DAMAGES ARISING FROM DELAYS OR PROBLEMS CAUSED BY TELECOMMUNICATIONS CARRIERS OR THE BANKING SYSTEM, EXCEPT THAT THE RIGHTS OF YARDI, BLUEPAY, THE ACQUIRER OR THE PAYMENT NETWORKS TO CREATE RESERVES AND EXERCISE CHARGEBACKS WILL NOT BE IMPAIRED BY SUCH EVENTS.

14. **Amendments to the Payment Processing Terms.** Yardi reserves the right to amend the Payment Processing Terms when such changes are required pursuant to Applicable Law, a Payment Network Rule, third party payment processor contractual obligations or other material business necessities. Subject to Section 9.b., if Yardi amends the Payment Processing Terms it will provide you with notice when reasonably possible.

15. **Bank Disclosure.**

You agree to the bank disclosure terms set forth at <https://ccs.yardiasp.com/breezeregistrationca/bankdisclosure.do>.

16. **Third Party Beneficiaries.** The Payment Processing Terms are intended for the sole and exclusive benefit of you, Yardi and BluePay and are not intended to benefit any third party; provided, however, that the benefits, but not the obligations, arising from the Payment Processing Terms shall be conferred to a Payment Network to the extent required by that Payment Networks' Payment Network Rules and permitted by Applicable Law. You acknowledge, covenant and agree that you are not a third-party beneficiary under any Payment Network Rule.

17. **Definitions.**

- a. "**Acquirer**" means: (i) with respect to Transactions processed by BluePay, Peoples Trust Company (PTC). PTC may be contacted at the following address and/or Tel. (1-844-304-2083):

Peoples Trust Company  
14th Floor, 888 Dunsmuir Street  
Vancouver, British Columbia, V6C 3K4

(ii) with respect to Transactions initiated with an American Express-branded payment method, Amex Bank of Canada. Amex Bank of Canada may be contacted at the following address and/or Tel. (1-800-268-9877):

Amex Bank of Canada  
Merchant Services  
2225 Sheppard Avenue East, Suite 100  
Toronto, Ontario M2J 5C2

- b. "**Applicable Laws**" means applicable Canadian and other laws, statutes, regulations or operating rules including but not limited to those of Payments Canada (formerly the Canadian Payments Association) ("**CPA**"), as they apply to PADs, and those of any Canadian governmental authority including but not limited to the Code of Conduct and those of OSFI and FINTRAC. "**Code of Conduct**" means the Code of Conduct for the Credit and Debit Card Industry in Canada which is enforced by the Financial Consumer Agency of Canada. "**OSFI**" means the Office of the Superintendent of Financial Institutions of Canada. "**FINTRAC**" means The Financial Transactions and Reports Analysis Centre of Canada.
- c. "**BluePay**" means BluePay Canada ULC, the payment processor for Transactions under these Terms and a registered independent sales organization of the Acquirer.
- d. "**Chargeback**" means a reversal of a Transaction that was previously settled.
- e. "**PAD Agreement**" means the pre-authorized debit agreement set out in Section 10 of these Payment Processing Terms pursuant to which you, as payor, has given authorization to allow Yardi (through BluePay), as payee, to initiate Pre-Authorized Debit entries to a designated bank account by you for amounts that you owe to Yardi in connection with the Payment Services.
- f. "**Data**" means bank account number, credit card number and other personal information in respect of Users that you obtained by Yardi or BluePay in order to process Transactions.
- g. "**EFT**" means an electronic funds transfer to a bank account using the CPA process.
- h. "**Payment Network**" means Visa International, Inc. ("**Visa**"), MasterCard International, Inc. ("**MasterCard**"), American Express Network ("**Amex**"), Interac Association, their affiliates, and such other payment card networks, brands and associations that Yardi may make available through the Payment Services from time to time.
- i. "**Payment Network Rules**" means the written rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted, and as amended from time to time, by the relevant Payment Network.
- j. "**Payment Processing**" means each Transaction processed.
- k. "**Payment Services**" means Yardi's online payment and payment processing services with respect to User charges made using Payment Network-branded payment and Pre-Authorized Debit methods.
- l. "**PCI-DSS**" means the Payment Card Industry Data Security Standard.
- m. "**Pre-Authorized Debit**" or "**PAD**" means a pre-authorized debit payment item initiated in accordance with a pre-authorized debit agreement and the CPA rules.
- n. "**Portal**" means the Yardi Card Services ("**YCS**") system, which is a payment-only portal to which Users are redirected when using RENTCafé, COMMERCIAL Café or CONDOCafé and through which Users have the option to make payments through an online payment channel.
- o. "**Privacy Laws**" means the Personal Information Protection and Electronic Documents Act (Canada), as amended or supplemented from time to time, and any other Canadian federal or provincial legislation now in force or that may in the future come into force governing the collection, use, disclosure and protection of personal information in the private sector applicable to a party to this Agreement or to the Payment Services.
- p. "**Retrieval**" means the request of an original or copy of a Transaction receipt or such substitute as may exist.
- q. "**Sponsored Merchant**" means you.
- r. "**Sweep**" means an EFT from Yardi's master merchant account to the bank account(s) specified by you at implementation.
- s. "**Transaction**" means
  - (1) a PAD entry initiated to a User's account through the CPA, or
  - (2) a credit card or debit card transaction submitted for processing, in respect of amounts owing by a User to you, including but not limited to prospective tenant application fees, tenant rent payments, status certificate and other document fees, applicable service fees, and resubmission of rejected items.
- t. "**User PAD Agreement**" means a pre-authorized debit agreement pursuant to which a User, as payor, has given authorization to allow you (through BluePay), as payee, to initiate Pre-Authorized Debit entries to a designated bank account of such User for one or more Transactions.
- u. "**Users**" means tenants and prospective tenants managed by you, who make a Transaction as defined above through the Portal. With respect to CONDOCafé Certificates only, Users shall mean tenants and prospective tenants managed by you, and other third parties including but not limited to real estate brokers and attorneys who make a Transaction as defined above.

## **TENANT SCREENING SERVICES ACTIVATION AGREEMENT**

By registering and using Yardi Breeze, and accessing and using Tenant Screening Services provided these services are available to you, you expressly acknowledge, agree to, and accept this TENANT SCREENING SERVICES ACTIVATION AGREEMENT (this "**Agreement**"), which is made between you and Yardi Canada Ltd., a Canadian corporation doing business as Yardi Resident Screening, located at 5925 Airport Road, Suite 605, Mississauga, ON L4V-1W1 ("**YRS**" or "**Reseller**"). YRS provides certain products that provide Screening Services (defined in this Agreement) to you in connection with your management of residential or commercial units using Yardi Breeze. As a condition to accessing and using these Screening Services, and in consideration of the respective rights and obligations of the parties as set forth in this Agreement, the parties agree as follows:

### **1. Definitions.**

- a. "**Applicant**" means a current or prospective tenant of a Property who has consented in writing to End-User's use of the Services in connection with the Permissible Purpose.
- b. "**Confidential Information**" is defined as referenced in section 6 of this Agreement.
- c. "**Credit Bureau**" means Equifax® Canada and any other information vendor (such as Fair Isaac International Corporation) that provides information contained in the Services, either individually or collectively as understood by the context wherever referenced.
- d. "**Eligibility Criteria**" means the Applicant selection policies or standards, as set solely by You or other responsible party such as a property owner.



- e. **"End-Users"** means You and Your employees who access and use Services.
- f. **"Permissible Purpose"** means the use of the Services by End-Users for evaluating Applicants in accordance with this Agreement and all applicable laws and regulations and Schedule C (Required Supplemental Terms and Conditions).
- g. **"Property"** or **"Properties"** means the property or properties and the designated units thereof for which you will be using the Services.
- h. **"Schedule C"** refers to the required supplemental terms and conditions document available at <http://www.yardi.com/canada-screening-schedule-c>, which is fully incorporated into this Agreement. Schedule C is mandated by the various third-parties identified in Schedule C, can only be modified by them, must be accepted by you in order to use the Services, and may be modified from time to time by the various third-parties identified in Schedule C, with or without notice. **NOTE:** YRS cannot modify Schedule C, and Schedule C does not and will not contain any term, condition, notice or otherwise that is not required by a Credit Bureau, applicable law or regulation, or as otherwise expressly required by the third-parties identified in Schedule C.
- i. **"Services"** or **"Screening Services"** or **"Tenant Screening Services"** means the YRS screening and related products and solutions provided pursuant to this Agreement that contain information expressly governed by applicable laws and regulations and Schedule C (Required Supplemental Terms and Conditions).
- j. **"Tenant Screening Report"** means the information from any Credit Bureau assembled, merged and provided by YRS: (i) to Applicants, as required; and (ii) to End-Users, as required.

## 2. Term and Termination.

- a. The Initial Term, Term and the process for cancelling or terminating your Screening Services is tied to your registration of Yardi Breeze. If your Yardi Breeze agreement is cancelled or terminated, this Agreement is automatically cancelled or terminated at the same time. You may terminate the Screening Services at any time without cancelling Yardi Breeze by contacting a Yardi Breeze representative at **(888) 569-2734**.
- b. YRS may terminate this Agreement if: (i) there has been a material breach that is not or cannot be cured within 7 days of written notice; or (ii) there has been a material breach and you do not acknowledge the breach or work diligently to cure the breach within a time period that is satisfactory to YRS. In any event, YRS cannot guarantee that any information contained in the Services will be available from any specific Credit Bureau; and in the event the Credit Bureaus stop providing data to YRS for any reason, YRS may terminate this Agreement, in whole or in part.
- c. **Effect of Termination.** Upon termination or expiration of this Agreement, YRS will cease providing the Services to You and all outstanding Fees, if any, shall become immediately due and payable.
- d. **Survival.** Your and Yardi's obligations under the Tenant Screening Services Activation Agreement regarding compliance with applicable laws, and your obligation to pay for the Screening Services you used, shall survive any termination or cancellation of the Screening Services.

## 3. Pricing and Fees. You have two Screening Services packages to choose from within Yardi Breeze:

- a. **YRS Premium – \$17.50** per screening, which includes:
  - i. Canada Credit Report
  - ii. Canada Credit Score
  - iii. Canada Fraud Check
- b. **YRS Premium Plus – \$23.00** per screening, which includes:
  - i. Everything included in YRS Premium, plus:
    - CERTN Report provided by CERTN (Canada) Inc. as part of the CERTN Services (subject to the terms in Section 12).
  - ii. Combined Equifax and CERTN discounted to \$23.00 from \$27.50.
- c. **One-Time Equifax Registration (RGF) Fee - \$165.00**
- d. **Annual Equifax Security Monitoring (SMG) Fee - \$95.00**
- e. **ADDITIONAL NOTE (if applicable):** In the event the Credit Bureau has no credit profile report available for a requested Applicant, Client will be charged 50% of the Canada Credit Report fee outlined above.
- f. **Billing and Payments.** You expressly acknowledge and agree to pay YRS for the costs incurred based on the Package you choose. The amount you owe for your use of the Services is due and payable on the last day of each month of your Initial Term or subsequent Term and will either be invoiced (with payment due upon receipt) or automatically billed to the credit card you provided during your Yardi Breeze registration process. **BY ADDING SCREENING SERVICES, YOU EXPRESSLY AUTHORIZE YRS TO CHARGE THAT CARD EACH MONTH FOR THE COST OF THE SCREENINGS PERFORMED, PLUS ANY SUPPLEMENTAL FEES UNDER PACKAGE 2 AND ANY APPLICABLE TAXES, DURING THE INITIAL TERM AND ANY SUBSEQUENT TERM.** To cancel these automatic payments or to change or update the credit card you authorize to be charged, you must contact a Yardi Breeze representative by calling **(888) 569-2734** or a YRS representative by calling **(888) 569-2734**.
- g. **Failure to Pay.** If for any reason your payment is declined, returned, or otherwise cannot be processed, your access to the Services, will be suspended. This means you will not be able to access the Services and may be unable to fully manage your units. To restore your access to the Services, you must bring your account into good standing. Any disputes about a failure to pay **MUST** be sent in writing within 30 days from the date your access to the Services was suspended to:

YRS, INC.  
 Attn: Yardi Breeze Screening Services  
 400 Fifth Avenue, Suite 120  
 Waltham, MA 02451

## 4. Acknowledgements, Criteria, Access and Location.

- a. **Acknowledgements and Required Supplemental Terms and Conditions.** As an express condition of accessing and using the

Services, you acknowledge and agree that you and all End-Users shall do so only for the Permissible Purpose, and that you and all End-Users are bound by: (i) the terms and conditions of this Agreement; (ii) all other laws and regulations that apply to you; and (iii) the current version of Schedule C as available at <http://www.yardi.com/canada-screening-schedule-c>.

IN THE EVENT YOU DO NOT ACCEPT THE VERSION OF SCHEDULE C IN EFFECT AT THE TIME YOU WISH TO USE THE SCREENING SERVICES, YOU MAY NOT USE THE SCREENING SERVICES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL CONSTITUTE YOUR EXPRESS ACCEPTANCE AND ACKNOWLEDGEMENT OF SCHEDULE C IN ITS ENTIRETY THAT IS IN EFFECT AT THE TIME YOU USE THE SERVICES. AS INDICATED IN SCHEDULE C, YOU ARE REQUIRED TO INITIAL CERTAIN TERMS. YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCEPTANCE OF THE TERMS IN THIS AGREEMENT AND YOUR USE OF THE SERVICES CONSTITUTES YOUR INITIALING WHEREVER REQUIRED IN SCHEDULE C.

- b. **Tenant Eligibility Criteria.** You are solely and exclusively responsible for establishing the Eligibility Criteria for each Property. YRS plays no role whatsoever in determining the Eligibility Criteria for any Property, plays no role in any tenancy decisions and does not guarantee the effectiveness of Your Applicant selection policies or the accuracy of any Credit Bureau, or other information delivered by way of the Services or in a Tenant Screening Report.
  - c. **Access to and Use of the Services.** Only End-Users are authorized to access and use the Services and shall only do so for the Permissible Purpose. Any unauthorized access to or use of the Services by anyone shall entitle YRS to immediately suspend or terminate part or all of the Services.
  - d. **Right to Audit and Compliance.** In accordance with YRS's obligations to the Credit Bureaus including YRS's obligation to help prevent and detect potentially fraudulent and/or suspicious activity, you acknowledge and agree that YRS may conduct random as well as regular monitoring of End-User's access to and use of the Services and your compliance with this Agreement for the purpose of validating that End-Users are accessing and using the Services only for the Permissible Purpose and in accordance with this Agreement. Additionally, you expressly acknowledge and agree that as a material condition of receiving the Services, you must complete all necessary on-boarding requirements, including on-boarding performed by the KYC team as described in the Terms or as may otherwise be initiated by Yardi or YRS in accordance with vendor requirements and any applicable laws or regulations related to the prevention of identity theft, financial fraud, money laundering, terrorist financing and the like. A refusal to provide requested or required information, or the inability of YRS or Yardi to validate it, will result in your not being able to access and use the Services.
  - e. **Shared Location.** If you operate from a physical location or on a server or network (the "**Location**") that is shared with a third-party business (a "**Company**"), you acknowledge and represent that: (i) you are legally entitled to operate at or on the Location shared with Company; and (ii) you shall expressly prohibit and physically and/or electronically prevent Company from accessing or using the Services in any manner or for any purpose whatsoever.
5. **Software Title/Non-Transfer.** Just as with Yardi Breeze, all right, title and interest in and to YRS Premium, YRS Premium Plus, any YRS software or any software of its parent or subsidiary companies (collectively for purposes of this Agreement, "**YRS Software**") used as part of the Services shall remain exclusively with YRS or its parent or subsidiary company. No title transfer is intended or executed by this Agreement.
6. **Confidentiality.**  
The same Confidentiality, Exceptions, Obligations to Disclose, and the Return of Confidential Information terms that apply to Yardi Breeze apply to the Services, and by this reference are incorporated into these Terms.
7. **Warranties.**
- a. **Warranty Disclaimer (as between YRS and You only).** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YRS DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
  - b. **Warranty Disclaimer (as between You and each Credit Bureau only).** SEE SCHEDULE C.
8. **Damage Limitations.**
- a. **Damage Waiver (as between YRS and You only).** REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YRS DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF YRS HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.
  - b. **Damage Waiver (as between You and each Credit Bureau only).** SEE SCHEDULE C.
  - c. **Liability Limit (as between YRS and You only).** IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT (BUT EXCLUDING SCHEDULE C), AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY YOU ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, YRS'S MAXIMUM LIABILITY TO YOU, REGARDLESS OF THE AMOUNT OF LOSS YOU MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY YOU TO YRS FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE EARLIEST DATE OF THE EVENT(S) GIVING RISE TO THE LIABILITY.
  - d. **Liability Limit (as between You and each Credit Bureau only).** SEE SCHEDULE C.
  - e. **Non-Reliance Release (as between YRS and You only).** YOU RELEASE YRS AND ITS AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS FROM LIABILITY FOR: (i) ANY NEGLIGENCE RELATED TO OR IN CONNECTION WITH THE INFORMATION PROVIDED AS PART OF THE SERVICES; AND (ii) ANY LOSS OR EXPENSE RESULTING, DIRECTLY OR INDIRECTLY,

FROM INFORMATION DERIVED FROM THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE CREDIT BUREAUS.

f. **Non-Reliance Release (as between You and each Credit Bureau only).** SEE SCHEDULE C.

9. **Assignment.** The Services cannot be assigned by you for any reason without the prior, express, written consent of YRS, which YRS may withhold in its sole discretion. Any attempted or purported assignment without YRS's prior, express, written consent is void. This Agreement is binding on and inures to the benefit of both you and YRS and our respective, authorized assigns, successors, and legal representatives.

10. **Disputes.** The Disputes provision of your Yardi Breeze Terms as between you and Yardi shall apply as between you and YRS, and by this reference that provision is incorporated into these Terms.

11. **General Provisions.**

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of any other party, and no party to this Agreement shall have any express or implied right to bind any other party to any contract, agreement, or undertaking with any third-party.

b. **Governing Law and Venue.** These Terms are governed and determined by the laws of Canada and the Province of Ontario, Canada as such laws are applied to agreements made and performed entirely within Toronto, Ontario, Canada. Any action or proceeding related to or arising out of these Terms shall be resolved only in a court of competent jurisdiction in the City of Toronto, Province of Ontario, Canada (or, if there is no court of competent jurisdiction in the City of Toronto, Ontario, Canada, then the court of competent jurisdiction closest to the City of Toronto, Ontario, Canada), and you and YRS expressly consent to the personal jurisdiction of such courts and waive any right to cause any action or proceeding to be brought or tried elsewhere.

c. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

d. **Notices.** All notices that YRS may be obligated to provide you will be sent to the email address you provided during your Yardi Breeze registration and as may be updated by you from time to time. You expressly acknowledge and agree to keep your email address up to date. If you have any reason to contact YRS about your Services, you must either call (888) 569-2734 or write by traceable post to YRS at:

YRS  
Yardi Canada Ltd. c/o Yardi Resident Screening  
Attn: V.P./General Manager  
400 Fifth Avenue, Suite 120  
Waltham, MA 02451

e. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

f. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

g. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

h. **Data Use.** YRS and its parent, subsidiary or affiliated companies may aggregate, compile, and use information derived from the provision of the Services in order to improve, develop or enhance the Services and/or other services offered, or to be offered, by YRS, its parent company, or their affiliated companies; provided that no personally identifiable information belonging to you or any Applicant is identifiable as originating from, or can be traced back to, you or the Applicant.

i. **Modification.** You may not modify or amend this Agreement except with the prior written approval of YRS. YRS may modify the terms of this Agreement from time to time. **TO ACCESS THE MOST CURRENT VERSION OF THIS AGREEMENT, CLICK ON THE [YARDI® BREEZE TERMS OF USE](#) LINK FOUND ON THE "COMPANY SETTINGS" SCREEN WITHIN THE YARDI BREEZE SOFTWARE. BY CONTINUING TO USE YARDI BREEZE AND THE SERVICES, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THE MOST CURRENT VERSION OF THIS AGREEMENT.**

j. **Property Information.** In order to access and use the Services, and to remain compliant with applicable law, you acknowledge and agree that (a) all of the information about the Properties for which the Services will be utilized that you provide during registration (the "Property Information") is true, accurate, current and complete; and (b) that you will promptly update any Property Information that changes to ensure that it remains true, accurate, current and complete so long as you are using the Services.

12. **Certn Services.** In order to use the Certn Services as part of the YRS Tenant Screening Services, you acknowledge and agree to the following terms:

a. You will only use the Certn Services to evaluate applicants for tenancy. Through the Certn Services, you may obtain a Certn tenant screening report from Certn (the "**Certn Report**"), subject to Certn's ability to obtain the applicant data necessary to generate the Certn Report.

b. Certn will provide a Pass/Review/Fail flag with the Certn Report, which is based on Certn's evaluation of the applicant's data contained in the Certn Report. YRS will provide the Certn Report and Pass/Review/Fail flag to you, but YRS will not review or evaluate the

applicant's data contained in the Certn Report.

- c. During the term of this Agreement, you will use YRS as the exclusive provider of Certn Services with respect to all properties subject to the Agreement.
- d. YRS does not guarantee or warrant the accuracy of data received from Certn or contained in the Certn Report. You are solely and exclusively responsible for establishing the Eligibility Criteria for each Property that uses the Certn Services, and YRS plays no role in any tenancy decision and does not guarantee the effectiveness of your applicant selection policies or the accuracy of any information provided through the Certn Services or in the Certn Report.
- e. Each Certn Report provided by Certn and YRS shall only be used during one (1) tenant screening session and only for the purpose of evaluating applicants in accordance with the Agreement and all applicable laws and regulations and Schedule C (Required Supplemental Terms and Conditions) (the "**Permissible Purpose**").
- f. All terms and conditions of the Agreement apply to your use of the Certn Services, including but not limited to all use, confidentiality, and security obligations, and YRS's right to conduct random as well as regular monitoring of End-Users' access to and use of the Certn Services for the purpose of validating that End-Users are accessing and using the Certn Services only for the Permissible Purpose and in accordance with the Agreement.
- g. YRS and its parent, subsidiary or affiliated companies may aggregate, compile, and use any information derived from the provision of the Certn Services in order to improve, develop, or enhance the Certn Services and/or other services offered, or to be offered, by YRS, its parent company, or their affiliated companies; provided that no personally identifiable information belonging to Client or any Applicant is identifiable as originating from, or can be traced back to, Client or any Applicant.