

OwnerDirect

VACATION RENTALS

¹ The following sets for the Terms and Conditions of the OwnerDirect.com January 18, 2024, onboarding incentive (the “Promotion”) exclusively made available to clients and customers of authorized partners of OwnerDirect.com and ApartmentLove Inc. (the “Company”).

- **Eligibility:** Property managers must advertise their short-term vacation rental (“STVR”) properties on www.ownerdirect.com (the “Website”) between 12:00:01 a.m. Mountain Standard Time (“MST”) on January 18, 2024, and 11:59:59 p.m. MST on February 29, 2024 (the “Eligibility Window”) to be eligible for the Promotion. Only STVR listings advertised on the Website via syndicated data transfer feed from an authorized distributor of STVR properties (each a “Distributor”, and collectively the “Distributors”) (as identified and from time-to-time amended or adjusted by the Company, at any time, for any reason, and in the sole and absolute discretion of the Company) will be approved for participation in the Promotion and all or any instruments resolving from such participation, if any. Participation in the Promotion does not, in any way whatsoever, guarantee that any Promotion participant will, by virtue alone of their participation in the Promotion, receive any benefit or other form of compensation of any kind whatsoever from the Company. Participants in the Promotion must be of the legal age of majority in their jurisdiction of residence to be eligible to participate in the Promotion. Participants based in the province of Quebec as well as Participants advertising STVR properties in the province of Quebec, are not eligible for the Promotion.
- **Cash-Back Incentive:** Property managers, customers, and other clients of Distributors (each a “Participant”, and collectively the “Participants”) may, subject to the terms and conditions contained herein including all and any amendments and/or additions hereto which the Company, may, from time-to-time adopt, in its sole and absolute discretion, for any reason, receive cash awards from the Company pursuant to the terms and conditions herein (the “Incentive”). The Incentive amount is capped at a maximum of five thousand United States dollars (\$5,000 USD) per Participant during the term of the Promotion (the “Incentive Cap”). The Incentive amount paid to the Participant shall be an amount equal to the lesser of: (i) fifty percent (50%) of the service fee amount the Company collects in respect of each successful STVR bookings completed on the Website during the Term (as defined below) for STVR properties owned or controlled by the Participant that were initially advertised on the Website

during the Eligibility Window; and (ii) the Incentive Cap. For certainty, Incentive amounts will only accrue to the benefit of the Participant for STVR bookings that are completed in respect of STVR properties owned, operated, or otherwise controlled by the Participant. In instances where multiple individuals, entities, or any and every other form of joint-venture or partnership, regardless of the incorporated status of such arrangements, all such parties will be deemed to as one (1) singular collective Participant to which Incentive shall be capped at the Incentive Cap. The Incentive will only be paid for STVR bookings made between January 18, 2024, at 12:00:01 a.m. MST, and January 17, 2025, at 11:59:59 p.m. MST.

- **Exclusivity:** Participants cannot, under any circumstance, combine the subject matter contained herein, including the existence of this subject matter, with any other promotional offer. The Promotion and the terms and conditions of the Promotion including but not limited to all terms and conditions contained herein, is the exclusive property of the Company.
- **Travel Booking Requirements:** All STVR bookings must be made on the Website to be eligible for Incentives. Bookings must be completed between January 18, 2024, at 12:00:01 a.m. MST and by January 17, 2025, at 11:59:59 p.m. MST to qualify for the Incentive. Where applicable, payments in respect of the Incentive will be made by the Company to each respective Participant at a date and time as determined by the Company in its sole and absolute discretion. Notwithstanding the generality of the foregoing, all outstanding Incentive balances due to Participants (if any) shall be paid in full within sixty (60) days following the completion of the Promotion Term (as defined below). Payments to Participants of Incentive amounts shall be made via wire transfer, check, or any other means which the parties, acting reasonably, may otherwise agree. Payments shall be made in United States dollars (USD).
- **Term:** The Promotion shall begin at 12:00:00 a.m. MST on January 18, 2024, and conclude at 11:59:59 p.m. MST on January 17, 2025 (the “Term”).
- **Participant Onboarding:** Participant registration and onboarding begins on January 18, 2024, at 12:00:00 a.m. MST and concludes on February 29, 2024, at 11:59:59 p.m. MST (the “Onboarding Window”). Only STVR listings advertised on the Website via automated data transfer feeds syndicated to the Website by an approved Distributor during the Onboarding Window will be eligible for the Promotion and to receive Incentives. Any and all STVR properties added to the Website outside the Onboarding Window will be excluded from the Promotion (the “Excluded Properties”) and deemed ineligible for Incentives.
- **Modification or Termination:** The Company reserves the right to modify, suspend, or terminate the Promotion at any time, for any reason, and without prior notice of any kind. Any changes or terminations will not affect the eligibility of bookings made before the effective date of the modification or termination.
- **Governing Law:** These terms and conditions are governed by the laws of the province of Alberta and the federal laws of Canada applicable therein. Any disputes arising out of or in

connection with the foregoing shall be resolved through the courts of Alberta in the city of Calgary.

- Contact Information: OwnerDirect.com is a website owned and operated by ApartmentLove Inc., a federally incorporated Canadian corporation with a corporate head office located at: 1600, 421-7 Avenue SW, Calgary, Alberta, Canada, T2P 4K9. Communication with the Company regarding all or any aspect of this Promotion must be made in writing and submitted electronically to the Company at the following email address: marketing@ownerdirect.com.
- Participation: Property managers, private owners, and other parties that lawfully advertise STVR properties on the Website during the Onboarding Window hereby agree to abide by the terms and conditions contained herein. The Company reserves the right to interpret, modify, or enforce these terms at its sole and absolute discretion. By participating in the Promotion Participants acknowledge that they have read, understood, and agreed to abide by all the terms and conditions outlined herein.
- Mutual Agreement and Ambiguity: These terms and conditions have been drafted through mutual efforts, and no undue burden shall be placed on either party in the event of ambiguity or interpretation discrepancies. Any unclear provisions shall be construed in a manner consistent with the overall intent of the foregoing.
- Limitation of Liability: The Company shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from the participation in or inability to participate in the Promotion for any reason whatsoever.
- Relationship: Nothing in these terms and conditions shall be construed to create a partnership, joint venture, employment, or agency relationship between the parties of any kind whatsoever.
- Indemnification: Participants agree to indemnify and hold the Company, its affiliates, officers, directors, employees, and agents harmless from all claims, liabilities, damages, costs, and expenses, including legal fees, arising out of or in connection with their participation in the Promotion.
- Severability: If any provision of these terms and conditions is found to be invalid, illegal, or unenforceable, such provision shall be amended to the limited extent necessary to make such invalid, illegal, or unenforceable provision valid, legal, and enforceable while the remaining provisions shall remain unadjusted and valid, legal, and enforceable to the fullest extent permitted by law.
- Force Majeure: The Company shall not be liable for any failure or delay in performance arising out of circumstances beyond its reasonable control, including but not limited to acts of God,

natural disasters, war, terrorism, labor disputes, governmental restrictions, or pandemic (“Force Majeure”). If Force Majeure exists for a period of more than one hundred and eighty (180) continuous calendar days, the Company hereby reserves the right to terminate the Promotion with immediate effect.

- Amendments: The Company reserves the right to amend these terms and conditions at any time and for any reason. The Company also reserves the right to make such amendments without the obligation to provide notice to the Participants. Should the Company, in its sole and absolute discretion, elect to notify the Participants of amendments to these terms and conditions or any other instrument which the Company deems relevant to the Promotion, the Company will notify the Participants via email or through other appropriate channels in a level of detail the Company deems necessary, in its sole discretion, to convey the subject matter of any such amendment or change. Continued participation in the Promotion after such notice constitutes full and absolute acceptance of the amended terms in addition to all unamended terms, without limitation.
- General: By participating in the Promotion each Participant hereby also agrees to the additional general terms and conditions stated above and all or any subsequent terms and conditions which the Company, at its sole discretion, may include at any time and for any reason. These provisions are intended to ensure clarity, fairness, and a harmonious relationship by and among all parties including those not party to the Promotion such as visitors to the Website.
- Language: The parties agree that these terms and conditions and any related documents shall be drafted in the English language only.
- Entire Agreement: These terms and conditions, along with any additional policies or agreements referenced herein, constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all and any prior agreements, understandings, or representations, whether written or oral with respect to the subject matter hereof.