

TERMS OF SERVICE

OVERVIEW

This technology is operated by X-ave Corporation, throughout the technology, the terms "we", "us" and "our" refer to X-ave Corporation. X-ave Corporation offers this technology, including all information, tools and services available to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our technology, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the technology, including without limitation users who are browsers, vendors, renters, landlords, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our technology. By accessing or using any part of the technology, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the technology or use any services.

Any new features or tools which are added to the current technology shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our technology. It is your responsibility to check this page periodically for changes. Your continued use of or access to the technology following the posting of any changes constitutes acceptance of those changes.

SECTION 1 - ONLINE TECHNOLOGY TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this technology.

You may not use our technology for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the technology through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this technology is not accurate, complete or current. The material on this technology is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this technology is at your own risk.

This technology may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this technology at any time, but we have no obligation to update any information on our technology. You agree that it is your responsibility to monitor changes to our technology.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND FEES

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, fee change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the technology. We reserve the right to discontinue any product or service at any time. Any offer for any product or service made on this technology is void where prohibited.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel products or services. These restrictions may include transactions placed by or under the same customer account, the same credit card or account, and/or transactions that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/ phone number provided at the time the order was made. We reserve the right to limit or prohibit transactions that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all transactions made at our technology. You agree to promptly update your account and other information, including your email address and credit card numbers, account numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the technology is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the technology (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this technology may direct you to third-party technologies that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or technologies, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party technologies. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right.

You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related technology.

You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 - PRIVACY POLICY

This Privacy Policy describes how your personal information is collected, used, and shared when you visit or make a purchase from Rênt.com Inc. (the "Technology").

Personal information we collect:

When you visit the Technology, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Technology, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Technology, and information about how you interact with the Technology. We refer to this automatically-collected information as "Device Information".

We collect Device Information using the following technologies:

- "Cookies" are data files that are placed on your device or computer and often include an anonymous unique identifier. For more information about cookies, and how to disable cookies, visit <http://www.allaboutcookies.org>.
- "Log files" track actions occurring on the Technology, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.
- "Web beacons", "tags", and "pixels" are electronic files used to record information about how you browse the Technology.

Additionally when you complete a transaction or attempt to complete a transaction through the Technology, we collect certain information from you, including your name, address, email, phone number, payment information (including credit card numbers, email address, and billing address). We refer to this information as "Order Information".

When we talk about "Personal Information" in this Privacy Policy, we are talking both about Device Information and Order Information.

How do we use your personal information?

We use the Order Information that we collect generally to fulfill any requests placed through the Technology (including processing your payment information, arranging for payments, and providing you with invoices and/or order confirmations). Additionally, we use this Order Information to:

- Communicate with you;

- Screen our transactions for potential risk or fraud; and
- When in line with the preferences you have shared with us, provide you with information or advertising relating to our products or services.

We use the Device Information that we collect to help us screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize our Technology (for example, by generating analytics about how our customers browse and interact with the Technology, and to assess the success of our marketing and advertising campaigns).

Sharing your personal Information

We share your Personal Information with third parties to help us use your Personal Information, as described above to complete a transaction. We may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

Data-retention:

When you place an order through the Technology, we will maintain your Order Information for our records unless and until you ask us to delete this information.

Changes:

We may update this privacy policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons.

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our technology or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel transactions if any information in the Service or on any related technology is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related technology, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related technology, should be taken to indicate that all information in the Service or on any related technology has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the technology or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or

violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related technology, other technologies, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related technology, other technologies, or the Internet. We reserve the right to terminate your use of the Service or any related technology for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Rênt.com Inc., our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Further, you agree not to replicate, reproduce, copy or reverse engineer the technology and not to distribute the technology to other parties. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 - FEES

To use the technology, you are required to pay a non-refundable convenience fee for each rent payment. The convenience fee noted above is calculated using your rent amount. Beyond the terms of service, we may offer promotions to reduce or wave this convenience fee and may change the amount of any

convenience fee. Once your transaction is processed on our technology, you accept that no refunds, chargebacks or reversals will be permitted.

SECTION 15 - YOUR LEASE

The Lease is strictly between the Renter and the Landlord. We do not enter the lease agreement you have and are not taking on any of your obligations under the Lease.

SECTION 16 - LANGUAGE

You and us agree that this document and any other documents will be drawn up in the English language.

SECTION 17 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Rênt.com Inc. and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 18 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 19 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our technology.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 20 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this technology or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and

proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 21 - RATES

You may use our technology to view a foreign exchange rate for rental payments. In some transactions, we derive income from the difference (the spread) between the prices at which we buy and sell foreign currency. Our spreads may differ from time to time and are subject to change. This spread is reflected in rental payment you see on the technology.

SECTION 22 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Canada.

SECTION 23 - REMINDERS

You can opt into receiving rental reminders that are meant to provide you an alert when your rent is due. We will use your email and/or phone number to send you a reminder by email and/or text. You will have the option to opt out of the reminders at your convenience. We may include advertisements in the reminders from time to time. From time to time we may remove or add the rental reminders from our technology.

SECTION 24 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our technology. It is your responsibility to check our technology periodically for changes. Your continued use of or access to our technology or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 25 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at support@x-ave.co