

RENTSMART SUBSCRIPTION AGREEMENT

(the “**Agreement**”)

This Agreement is entered into by the following parties :

The Community Housing Transformation Centre, a not-for-profit organization incorporated under the laws of Canada, with its head office at 1414 8 St. SW #500. Calgary, AB, T2R 1J6.

(hereinafter referred to as the “**Provider**”)

– and –

You, the individual who agrees to enter into this Agreement in order to access and use the RentSmart Subscription Services, usually on a recurring basis.

(hereinafter referred to as the “**Subscriber**”)

WHEREAS, the Provider has a mandate to foster the preservation and growth of community housing in Canada by catalyzing partnerships, new ideas, and resources;

WHEREAS, the Provider administers the RentSmart program, a comprehensive education initiative designed to build life skills, knowledge, and confidence in both tenants and landlords through RentSmart Community Educator;

WHEREAS, the Subscriber has successfully completed the Community Educator Certification Training Course and has been certified by the Provider as a RentSmart Community Educator;

WHEREAS, the Provider desires to grant, and the Subscriber desires to receive, a limited, non-exclusive, revocable, temporary, and non-transferable license to the access and use of the RentSmart program, including its associated Training Materials, RentSmart Dashboard, and promotional content, as administered by the Provider for the purposes of instruction, promotion, and certification in accordance with the terms of this Agreement;

NOW THEREFORE, by selecting “I Agree”, or by ticking a box indicating acceptance on your order form referencing this Agreement, you, the Subscriber, confirm that you have read, understood and agreed to be bound by the following terms of this Agreement, effective

as of the date of opening of your account providing access to the Subscription Services (the **"Effective Date"**).

1. **DEFINITIONS**

In this Agreement, the following terms shall have the meanings set forth below :

- 1.1. **"Agreement"** has the meaning set out in the header of this Agreement.
- 1.2. **"Authorized Users"** means solely the individual Subscriber, for whom the account is registered to, who has completed the RentSmart Community Educator Certification Training Course. No additional users are permitted unless specifically authorized in writing by the Provider.
- 1.3. **"Code of Conduct"** has the meaning set out in Section 6.1 of this Agreement.
- 1.4. **"Confidential Information"** means all non-public information, knowledge, idea, concept or principle developed by the Provider or disclosed to the Subscriber, including but not limited to training methodologies, program development plans, and proprietary teaching materials.
- 1.5. **"Effective Date"** has the meaning set out in the preamble of this Agreement.
- 1.6. **"Initial Term"** has the meaning set out in Section 14.1 of this Agreement.
- 1.7. **"Provider"** has the meaning set out in the header of this Agreement.
- 1.8. **"Renewal Term"** has the meaning set out in Section 14.1 of this Agreement.
- 1.9. **"RentSmart Certificate Course"** means the educational program designed for tenants or for landlords that RentSmart Community Educators are licensed to teach.
- 1.10. **"RentSmart Community Educator"** has the meaning set out in the preamble of this Agreement.
- 1.11. **"RentSmart Dashboard"** means the online portal through which Subscribers access digital Training Materials, facilitation tools, and support resources.
- 1.12. **"Subscriber"** has the meaning set out in the header of this Agreement.
- 1.13. **"Subscription Fees"** means the fees to access the Subscription Services, which may be updated from time to time.

- 1.14. **“Subscription Services”** means the services provided to the Subscriber as detailed in Section 2.2 of this Agreement.
- 1.15. **“Training Materials”** means all content, resources, and materials made available to the Subscriber through the Subscription Services, such as handouts, manuals, PowerPoints, assessments, reference documents and other educational resources provided for training and course delivery.

2. SERVICES

- 2.1. **Subscription – License.** Subject to the terms and conditions of this Agreement, the Provider grants to the Subscriber a limited, non-exclusive, revocable, temporary and non-transferable license to: (a) Access and use the Subscription Services; (b) Download, print, and use the Training Materials solely for the purpose of teaching, promotions and distribution of the RentSmart programming; (c) Issue RentSmart certificates to tenants and landlords who successfully complete the RentSmart Certificate Course; and (d) Use the trademarks, branding and promotional materials, and other intellectual property provided by the Provider, in accordance with the guidelines set forth by the Provider.
- 2.2. **Services Included.** The Subscription Services include: (a) Access to the RentSmart Dashboard; (b) Digital Training Materials and facilitation tools for the RentSmart programming; (c) Ability to register participants and issue completion certificates; (d) Regularly updated course curriculum and legal reviews; (e) Promotional materials to support course marketing; (f) Technical and program support provided by the Provider's team; and (g) Access to the network of RentSmart educators.
- 2.3. **Reservation of rights.** The Provider reserves all rights not expressly granted to the Subscriber herein.
- 2.4. **Restrictions.** Without limiting the prohibitions and restrictions set out in the Code of Conduct, the Subscriber shall not: (a) Modify, adapt, translate, or create derivative works based on the Training Materials; (b) Reverse engineer, decompile, or disassemble any aspect of the RentSmart Dashboard; (c) Remove, obscure, or alter any proprietary notices on any Training Materials; (d) Sublicense, rent, lease, loan, or transfer any aspect of the Subscription Services; (e) Use the Subscription Services or Training Materials for any purpose other than promoting and teaching the RentSmart programming; or (f) Share access credentials or Training Materials with individuals who are not Authorized Users.

3. FEES AND PAYMENT

- 3.1. **Eligibility.** To subscribe to the Subscription Services, the Subscriber must have successfully complete the RentSmart Community Educator Certification Training Course and pay the current Subscription Fees, subject to any promotional discounts or special pricing programs offered by the Provider at its discretion.
- 3.2. **Payment Terms.** Subscription Fees are due in advance and must be paid in full before access is granted or renewed. The Provider accepts payment by credit card, electronic funds transfer, and check. Late payments may result in suspension of access to the Subscription Services.
- 3.3. **Fee Modifications.** The Provider reserves the right to modify the Subscription Fees with at least thirty (30) days' written notice before such changes take effect. For existing Subscribers, any fee increase shall apply only at the next renewal period following such notice.
- 3.4. **Refunds.** Subscription Fees are refundable on a pro-rated basis if the Subscriber terminates within the first thirty (30) days of the Effective Date. No refunds for termination after thirty (30) days or during any Renewal Term.

4. TERMS OF USAGE

- 4.1. **Access Commencement.** Access to the Subscription Services will be provided within two (2) business days following receipt of payment of the applicable Subscription Fees.
- 4.2. **Account Creation.** The Provider will create an account for the Subscriber to access the Subscription Services. The Subscriber is responsible for maintaining the confidentiality of its account credentials and for all activities that occur under its account.
- 4.3. **Individual Access Only.** The Subscription Services are licensed for use by a single individual Subscriber only. The Subscriber shall not share access credentials or permit any other individual to access or use the Subscription Services, even if they are within the same organization as the Subscriber. Only the Provider may authorize additional users, which must be done in writing and may require additional fees.
- 4.4. **Prohibited Activities.** Without limiting the prohibitions and restrictions set out in the Code of Conduct, the Subscriber and Authorized Users shall not: (a) Use the Subscription Services to store or transmit malicious code; (b) Interfere with or disrupt the integrity or performance of the Subscription Services; (c) Attempt to gain

unauthorized access to the Subscription Services or related systems; or (d) Use the Subscription Services for any illegal or unauthorized purpose.

- 4.5. **Notification Obligation.** The Subscriber shall promptly notify the Provider of any unauthorized use of its account, or any other breach of security related to the Subscription Services.

5. **INTELLECTUAL PROPERTY**

- 5.1. **Ownership.** The Provider retains exclusive ownership of all rights, titles and interests in and to the Subscription Services, RentSmart Dashboard, Training Materials, and all associated intellectual property, which includes, without limitation, trademarks, patents, copyrights, trade secrets, logos, designs and images related to or held by the Provider. The Subscriber acknowledges that it does not acquire any rights, titles, or interests in or to the foregoing.
- 5.2. **Feedback.** The Provider welcomes suggestions, enhancement requests, recommendations and corrections for improvements to the Subscription Services (“**Feedback**”). The Subscriber grants to the Provider a worldwide, perpetual, irrevocable, fully paid, royalty-free license to use, copy, modify, create derivative works based on, and otherwise exploit the Feedback for any purpose.

6. **CODE OF CONDUCT AND SUBSCRIBER OBLIGATIONS**

- 6.1. **Professional standards.** The RentSmart Educator Code of Conduct (“**Code of Conduct**”) sets out the professional standards to which Subscriber as RentSmart Community Educator must adhere.
- 6.2. **Code of Conduct Compliance.** (a) The Subscriber acknowledges they have read and will comply with the Code of Conduct, which is incorporated by reference into this Agreement. (b) Violation of the Code of Conduct shall constitute a material breach of this Agreement. (c) The Provider reserves the right to update the Code of Conduct from time to time, and the Subscriber agrees to comply with the then-current version. (d) In the event of any conflict between this Agreement and the Code of Conduct, the terms of this Agreement shall prevail unless the Code of Conduct expressly states otherwise.
- 6.3. **Ongoing Training.** The Subscriber shall participate in the mandatory training within the prescribed timeframe to stay informed on program updates, curriculum changes, and relevant legislation.
- 6.4. **Insurance.** The Subscriber shall maintain appropriate insurance coverage for its educational activities.

- 6.5. **Participant Management.** The Subscriber or their affiliated organization is responsible for identifying, recruiting, and managing participants, whether tenants or landlords, who register for the RentSmart Certificate Course.
- 6.6. **RentSmart Certificate Course Fee.** The Subscriber is authorized to charge a fee to tenants or landlords for the RentSmart Certificate Course, notwithstanding that the Provider does not encourage this practice. Prior notification to the Provider is required before implementing any such fee.
- 6.7. **Legal Compliance.** The Subscriber is responsible for ensuring that its delivery of the RentSmart programming complies with all applicable local, provincial, and federal laws, including but not limited to education, privacy, and tenancy laws.
- 6.8. **Professional Conduct and Representation.** The Subscriber shall conduct itself in a professional manner when representing the RentSmart program and shall not engage in any activity that may damage the reputation of the Provider or the RentSmart program.

7. PROVIDER OBLIGATIONS

- 7.1. **Service Availability.** The Provider shall use commercially reasonable efforts to make the Subscription Services available 24 hours a day, 7 days a week, except for: (a) Planned system maintenance (of which the Provider shall give at least 24 hours' notice); and (b) Any unavailability caused by circumstances beyond the Provider's reasonable control.
- 7.2. **Support Services.** The Provider shall provide technical and program support to the Subscriber during normal business hours (9:00 am to 5:00 pm Eastern Standard Times, Monday through Friday, excluding holidays).
- 7.3. **Updates and Maintenance.** The Provider shall: (a) Regularly update the Training Materials to reflect changes in relevant laws and best practices; (b) Maintain the RentSmart Dashboard to ensure proper functionality; and (c) Provide notice of substantial updates to the Training Materials or RentSmart Dashboard.

8. PRIVACY AND DATA PROTECTION

- 8.1. **Data Collection.** The Provider collects and processes personal information relating to the Subscriber and participants who register for the RentSmart Certificate Course as described in the Provider's Privacy Policy, which is incorporated by reference into this Agreement.

- 8.2. **Participant Data.** The Subscriber acknowledges that it may access and process personal information participants who register for the RentSmart Certificate Course. Without limiting the prohibitions and restrictions set out in the Code of Conduct, the Subscriber shall: (a) Comply with all applicable privacy laws; (b) Obtain necessary consents from participants; (c) Use participant information only for the purpose of administering the RentSmart Certificate Course; and (d) Implement appropriate security measures to protect participant information.
- 8.3. **Data Security.** The Provider implements appropriate security measures to protect the information processed through the Subscription Services. The Subscriber acknowledges that no data transmission or storage system offers absolute security.
- 8.4. **Data Breach Notification.** In the event of a security breach affecting the Subscriber's account or participant information, the Provider shall notify those affected as soon as possible.

9. CONFIDENTIALITY

- 9.1. **Confidential Information.** Each party acknowledges that it may receive Confidential Information from the other party during the term of this Agreement.
- 9.2. **Non-Disclosure.** Each party agrees to: (a) Maintain the confidentiality of the other party's Confidential Information; (b) Not disclose such Confidential Information to any third party except as permitted under this Agreement or the Provider's Privacy Policy; and (c) Use the Confidential Information only for purposes of performing its obligations or exercising its rights under this Agreement or the Provider's Privacy Policy.
- 9.3. **Exceptions.** The obligations of confidentiality do not apply to information that: (a) Was in the receiving party's possession prior to receipt from the disclosing party; (b) Is or becomes publicly available through no fault of the receiving party; (c) Is rightfully received by the receiving party from a third party without a duty of confidentiality; or (d) Is required to be disclosed by law or court order, provided that the receiving party gives the disclosing party prompt notice of such requirement.

10. MARKETING AND PROMOTION

- 10.1. **Use of RentSmart Branding.** The Subscriber may use the Provider's brand, logos, and promotional materials solely for the purpose of promoting the RentSmart programming.
- 10.2. **Approval of Custom Materials.** Any custom promotional materials created by the Subscriber that incorporate Provider's brand or refer to the RentSmart Certificate Course must be submitted to the Provider for approval prior to use.

- 10.3. **Social Media Guidelines.** When representing the RentSmart program on social media, the Subscriber shall comply with the social media guidelines provided by the Provider.
- 10.4. **Public Announcements.** Upon successful completion of the RentSmart Community Educator Certification Training Course and in maintaining good standing, the Provider may identify the Subscriber as a RentSmart Community Educator in its promotional materials, website, and social media.

11. REPRESENTATIONS AND DISCLAIMERS

- 11.1. **Mutual Representations.** Each party represents and warrants that: (a) It has the legal power and authority to enter into this Agreement; and (b) It will comply with all applicable laws in performing its obligations under this Agreement.
- 11.2. **Disclaimer.** Except as expressly provided in this Agreement, the Subscription Services are provided “as is” and the Provider disclaims all other warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

12. LIMITATION OF LIABILITY

- 12.1. **Exclusion of Indirect Damages.** Neither party shall be liable to the other party for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of data, or cost of procurement of substitute goods or services, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages.
- 12.2. **Cap on Liability.** The total aggregate liability of either party arising out of or related to this Agreement exceeds the total amount paid by the Subscriber to the Provider under this Agreement during the twelve (12) months preceding the event giving rise to the liability.
- 12.3. **Exceptions.** The limitations of liability in this Section 12 shall not apply to: (a) Either party's obligations under Sections 8 (Privacy and Data Protection) or 13 (Indemnification); (b) Either party's breach of Section 9 (Confidentiality); (c) The Subscriber's breach of Section 4 (License and Intellectual Property); or (d) Liabilities that cannot be limited by applicable law.
- 12.4. **Participant Dealings.** The Provider shall not be responsible or liable for any business dealings or financial arrangements that may arise between the Subscriber or their

affiliated organization and any tenant or landlord participating in the RentSmart Certificate Course.

13. INDEMNIFICATION

- 13.1. **Subscriber Indemnification.** The Subscriber shall indemnify, defend, and hold harmless the Provider from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) The Subscriber's breach of this Agreement; (b) The Subscriber's delivery of the RentSmart Certificate Course; (c) The Subscriber's violation of applicable laws; (d) The Subscriber's unauthorized modification of the Training Materials; or (e) Any business dealings or financial arrangements between the Subscriber or their affiliated organization and any tenant or landlord participating in the RentSmart Certificate Course.
- 13.2. **Provider Indemnification.** The Provider shall indemnify, defend, and hold harmless the Subscriber from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to allegations that the Subscription Services, when used in accordance with this Agreement, infringe the intellectual property rights of a third party.
- 13.3. **Indemnification Procedure.** The indemnified party shall: (a) Promptly notify the indemnifying party in writing of any claim subject to indemnification; (b) Give the indemnifying party sole control over the defense and settlement of such claim; and (c) Provide reasonable cooperation to the indemnifying party at the indemnifying party's expense.

14. TERMS AND TERMINATION

- 14.1. **Term.** The initial term of this Agreement shall be for a period of twelve (12) months from the Effective Date (“**Initial Term**”). Thereafter, it may be renewed for successive periods of twelve months (each, a “**Renewal Term**”), unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
- 14.2. **Termination for Convenience.** The Subscriber may terminate this Agreement at any time by providing written notice to the Provider. No refund will be provided except as specified in Section 3.4.
- 14.3. **Termination for Cause.** Either party may terminate this Agreement for cause if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach.

- 14.4. **Immediate Termination.** The Provider may terminate this Agreement immediately upon written notice if: (a) The Subscriber breach any obligation set out in this Agreement; (b) The Subscriber misrepresents the RentSmart programming; (c) The Subscriber engages in conduct that could damage the reputation of the Provider or the RentSmart program; or (d) The Subscriber violates the Code of Conduct.
- 14.5. **Effect of Termination.** Upon termination of this Agreement: (a) The Subscriber's right to access and use the Subscription Services shall immediately terminated; (b) The Subscriber shall cease teaching the RentSmart programming; (c) Within thirty (30) days of termination, the Subscriber shall provide the Provider with a list of RentSmart Certificate Courses that have already been scheduled, along with a list of participants who have already registered; and (d) The Subscriber shall return or destroy all Training Materials in its possession within thirty (30) days following termination.
- 14.6. **Survival.** The following provisions shall survive termination of this Agreement: Sections 5 (Intellectual Property), 8 (Privacy and Data Protection), 9 (Confidentiality), 12 (Limitation of Liability), 13 (Indemnification), 14.5 (Effect of Termination), 14.6 (Survival), and 15 (General Provisions).

15. GENERAL PROVISIONS

- 15.1. **Headings.** The headings used in the articles and clauses of this Agreement are for convenience only and shall not limit the scope or interpretation of the Parties' undertakings.
- 15.2. **Force Majeure.** Neither party shall be in default under this Agreement if the performance of its obligations, in whole or in part, is delayed or prevented as a result of force majeure. Force majeure is defined as an external, unforeseeable, irresistible event that makes it absolutely impossible to perform an obligation.
- 15.3. **Governing Law.** This Agreement and its accessories shall be governed by and construed in accordance with the laws in force of the Province of Alberta. The parties agree to elect domicile in the judicial district of Calgary, Province of Alberta, and select it as the appropriate district for the hearing of any disputes arising out of or related to this Agreement.
- 15.4. **Dispute Resolution.** Before filing any legal action arising out of or related to this Agreement, the parties shall attempt to resolve the dispute through good faith negotiation. If the parties cannot resolve the dispute within thirty (30) days, either party may initiate mediation with a mutually agreed-upon mediator. If mediation is unsuccessful, either party may pursue legal action.

- 15.5. **Entire Agreement.** This Agreement, together with the Code of Conduct and the Provider's Privacy Policy, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and representations, whether written or oral.
- 15.6. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent permitted by law.
- 15.7. **No Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 15.8. **Assignment.** The Subscriber may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the Provider. Any attempted assignment or transfer without such consent will be null and void. The Provider may assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets.
- 15.9. **Notices.** All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by confirmed email, or sent by registered or certified mail, return receipt requested, to the address specified by the recipient party.
- 15.10. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- 15.11. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 15.12. **Further Assurances.** The parties agree to take any other necessary action, perform any other required act and execute and deliver any necessary documents to give full effect to the Agreement.
- 15.13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.