Schedule C

Required Supplemental Terms and Conditions



Definitions:

- 1. Equifax is a registered Canadian credit bureau in the business of providing consumer and commercial credit information, as well as various information solutions to those entities that are entitled to receive such data and services as permitted by law.
- 2. Reseller is a leading software corporation in the property management market that owns and operates a proprietary rules-based decisioning technology that performs prospective tenant screening to help property managers assess tenant eligibility for property rentals. Reseller resells to Customers credit bureau and other related reports (including Equifax Information) and stores such reports on screening-designated servers (hereinafter the "Reseller Services").
- 3. Customer means the ultimate end user of the Reseller Services and Equifax Information (defined below) who has entered into a written agreement with Reseller to receive the Equifax Information as a component of the Reseller Services, and to whom Reseller may supply Equifax Information as further outlined in the Agreement.
 - 4. Equifax Information means the information, data or output provided by Equifax to Reseller in the course of providing the Equifax Services (defined below).
 - 5. Search means a request submitted to Equifax by the Reseller on behalf of its Customer to obtain Equifax Information about an individual.
- 6. Equifax Services means the services Equifax performs for and supplies to Reseller, including providing Equifax Information and any documentation, software, support or ancillary services.

Customer Terms and Conditions:

Customer's use of Equifax Information must be:

- (a) restricted to their direct internal business purposes:
- (b) provided in accordance with applicable law; and,
- (c) compliant with applicable laws, including without limitation Canadian credit reporting and privacy laws.

The Customer must agree that it will:

- (a) obtain an individual's consent in compliance with applicable privacy law in order to disclose their personal information to **Equifax** to use it to perform the **Equifax Services**, including keeping a record of the **Search** and to receive **Equifax Information**;
- (b) take reasonable steps to confirm an individual's identity using another method before proceeding with a transaction with them if **Equifax** is unable to verify the individual's identity for any reason, or returns a fraud alert, flag or other warning in response to a **Search**;
- (c) keep all information, data and documentation relating to the **Equifax Services**, including any account codes and passwords used to access the **Equifax Services** and **Equifax Information**, secure and confidential;
 - (d) securely destroy or delete Equifax Information when it no longer has a need to keep it;
- (e) to the extent **Customer** retains or stores **Equifax Information**, it may do so only as long as legally required. Once the legally required retention period is over, all **Equifax Information** must be destroyed as per industry best practices. **Customer** may not upload or enter **Equifax Information** on **Reseller's** SaaS Services servers;
 - (f) allow the Reseller to conduct an audit to confirm the Customer's compliance with the requirements in this Agreement; and,
- (g) Customer must consent to Equifax and the Reseller each sharing any information about the Customer's use of the Equifax Information with the other, even if that information is otherwise protected under a written agreement between the Customer and the Reseller.

Reseller may impose additional or different terms on Customer from time to time to comply with applicable law, which terms must be adhered to in order to continue to receive Equifax Information.

Warranties and Disclaimers:

Because **Equifax Information** is provided to **Equifax** from other sources, **Equifax** cannot be an insurer or guarantor of the accuracy, completeness or reliability of the **Equifax Information** or **Equifax Services**, and as such, neither with Equifax be an insurer or guarantor of the accuracy, completeness or reliability of the **Reseller Services** and therefore **Equifax** makes no warranty, guarantee or representation in respect of the accuracy, reliability or completeness of same.

Rev. 121522 Schedule C (CAN) - 1 of 2

Schedule C

Required Supplemental Terms and Conditions



FICO END-USER TERMS AND CONDITIONS

The following terms and conditions, which may be updated from time to time, apply only to Clients or Customers who contract to receive from YRS the FICO Score (as defined below).

NOTE: For purposes of all FICO End-User Terms and Conditions: all references to "End-User" shall mean and refer to Customer, Property Manager and End-User as those terms are defined in the YRS Canadian Screening Services Activation Agreement ("Agreement"), as applicable.

- 1. Equifax Canada ("Equifax") is in the business of providing consumer credit information to its customers, all of whom are entitled to receive such information to the extent, and as, permitted by law.
- 2. Fair Isaac International Corporation ("Fair Isaac") is in the decision support business with expertise in developing predictive models of credit performance by consumers from historical credit data.
- 3. Equifax and Fair Isaac have developed a unique and proprietary statistical credit scoring system, FICO Score 8, hereinafter referred to as "FICO", which evaluates certain information in the credit report on an individual consumer from Equifax data base and provides a score that rank orders the consumer with respect to likely credit performance (the "FICO Score"). From time to time, Equifax may update, fix, upgrade or release new versions (collectively, "New Releases") of FICO.
- 4. End-User acknowledges that the FICO Scores are proprietary and that Fair Isaac and Equifax, as applicable, retain all intellectual property rights therein.
- 5. Fair Isaac, the developer of FICO, warrants that the scoring algorithms used in the computation of the FICO Score are empirically derived from Equifax credit data. FICO provides a statistically based method of rank ordering candidate records in Equifax's credit files, and the FICO Score indicates the degree of credit risk posed by an individual relative to other individuals in the Equifax data base. Fair Isaac makes no warranties with respect to the specific risk prediction for any given individual. For services where the actual individual level FICO Score is not provided but a derivative, average or classification of the FICO Score is returned as output, Fair Isaac does not warrant the efficacy of the derivative to rank order candidate records on the degree of credit risk.
- 6. The FICO Score may be transmitted with a credit report requested by End-User. In addition to the FICO Score itself, Equifax will indicate up to four (4) factors from the credit report which most significantly influenced the FICO Score. The FICO Score is not part of, and does not add to, the information in a credit report or a credit file.
- 7. End-User recognizes that factors other than the FICO Score must be considered in making a credit decision, including the credit report, the individual credit application, as well as other factors. The factors noted as significantly contributing to the FICO Score may be disclosed to consumers as the reasons for taking adverse action.
- 8. Equifax and Fair Isaac shall in good faith perform their obligations under these Terms and Conditions, but neither makes any representations, warranties or guarantees other than those of Fair Isaac described in Section 5. End-User agrees to indemnify and hold Equifax and Fair Isaac and their respective affiliated companies, and its and their respective officers, directors, agents, employees, independent contractors (collectively, the "Ancillary Parties") harmless for any costs, claims, actions, liability, expense, loss, or damage arising from or resulting from the publishing or other disclosure or use by End-User, its employees or agents of reports, scoring or other information or services provided by Equifax. End-User agrees that the accuracy or completeness of any reports, scoring or other information or services furnished by Equifax and Fair Isaac, in any form, is not guaranteed by Equifax and Fair Isaac, and End-User agrees neither Equifax nor Fair Isaac nor any of the Ancillary Parties will be liable to End-User for any damages, losses, costs or expenses incurred by End-User resulting from any failure of any reports, scoring or other information or services to accurately predict collection, recovery or loss potential. In the event that any reports, scoring or other information or services were not correctly determined by Equifax and/or Fair Isaac, Equifax and Fair Isaac's sole responsibility and End-User's sole remedy will be for Equifax to reprocess the credit report through FICO at no additional charge.
- 9. IN NO EVENT SHALL EQUIFAX, FAIR ISAAC, OR THE ANCILLARY PARTIES BE LIABLE TO END-USER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THESE TERMS AND CONDITIONS OR USE OF ANY SCORE, PRODUCT OR SERVICE PROVIDED HEREUNDER, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST DATA OR PROFIT, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
- 10. As between Equifax, Fair Isaac, and End-User, these FICO End-User Terms and Conditions are governed by, and are to be construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in Ontario. Any dispute under these FICO End-User Terms and Conditions arising between the parties will be referred to arbitration in accordance with the provisions of the Arbitration Act, 1991 (Ontario).
- 11. Fair Isaac is an express third party beneficiary to these FICO End-User Terms and Conditions.
- 12. End-User's use of FICO Scores are limited to only the uses as permitted in the Agreement.
- 13. End-User is prohibited from using the FICO Scores for validations, model development, reverse engineering, or model calibration.
- End-User is prohibited from reselling the FICO Scores.

Rev. 121522 Schedule C (CAN) - 2 of 2