

# Sparrow Living Inc. Terms of Service

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Last Updated: *March 15, 2024*

## Welcome to Sparrow

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Thank you for using Sparrow!

Sparrow Living Inc., ("Sparrow", "us", "we", or the "Company"), provides an online platform, service and community that helps connect Hosts who have a Property with spare bedrooms with people seeking a place to live for longer than two months who may be interested in helping around the Property in exchange for attractive rent. We strive to make it possible for Hosts to safely pursue passive income, companionship and/or an improved quality of life, while also making it easier for Housemates to find budget-friendly housing.

Our vision is a world where people live better together. We are not a short-term rental platform, but instead a homesharing platform on a mission to make all types of shared living flexible, accessible, and sustainable.

IMPORTANT - IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SITE, SERVICES OR THE APP. YOUR USE OF THIS SITE, THE SERVICES OR THE APP SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW. SPARROW MAY MAKE CHANGES TO THE CONTENT OFFERED ON THIS SITE, APP OR SERVICES AT ANY TIME. YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, APP OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM, VIA OR ON THE SITE, OR VIA THE APP OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE AND APP. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APP, SERVICES, OR CONTENT. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

Please also read our Privacy Policy carefully. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site, App or Services. Failure to use the Site and App in accordance with these Terms may subject you to civil and criminal penalties.

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## Definitions

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"**App**" means the Sparrow mobile device application, if and when available.

"**Bedroom**" or "**Bedrooms**" means a room located in the Property having its own door and otherwise that meets applicable Building Code requirements.

"**Task Help**" has the meaning given to it in section 20 of these Terms.

"**Shared Spaces**" refers to shared kitchen, bathroom, parking and other (non-Bedroom) living areas and storage areas that the Host shall provide access to for the Housemate's use at the Property.

**"Content"** means comments, reviews, photographs, images, graphics, videos, texts, audio, appearance, trademarks, logos, or other materials that Sparrow makes available through the Site, App, or Services, including any such content licensed from a third party.

**"Damage Claim"** has the meaning given to it in section 11 of these Terms.

**"Host"** means a Member who creates a Listing via the Site, App, or Services.

**"Boarding Agreement"** means the agreement that governs the terms of the Living Arrangement between the Host and Housemate.

**"Housemate"** means a Member who seeks a fixed-term shared Living Arrangement with a Host via the Site, App or Services.

**"House Rules"** has the meaning given to it in section 20 of these Terms.

**"Interactive Functions"** has the meaning given to it in section 3 of these Terms.

**"Listing"** means a Bedroom and Shared Spaces that are listed at the Property by a Host as available for rental via the Site and App, together with any other details concerning rent, other cost sharing, shared use items, restrictions, Task Help and other Property rules.

**"Living Arrangement"** refers to the rental of a Bedroom and Shared Spaces in the Property including but not limited to a kitchen and/or bathroom facility and agreement on the other items set out in a Listing, under the terms of the Boarding Agreement.

**"Member"** means a person who has completed the Sparrow Account creation process, such as Hosts and Housemates, as described hereunder.

**"Member Content"** has the meaning given to it in section 27 of these Terms.

**"Property"** means the dwelling in which the Host lives and that is described in the Listing.

**"Boarding Fee"** has the meaning given to it in section 12 of these Terms.

**"Rent Deposit"** has the meaning given to it in section 12 of these Terms.

**"Services"** means the services provided by Sparrow through the Site and the App.

**"Site"** means the Sparrow website found at [www.sparrowshare.com](http://www.sparrowshare.com).

**"Sparrow Account"** means the registered account of a Member on the Site and/or App by using an email address and creating a secure password, or through certain third party social networking sites, by using existing login credentials and passwords for services such as Facebook or Google.

**"Sparrow CS Team Member"** means the customer success person that provides support and resources to Sparrow Members and **"Sparrow CS Team"** is the team of such persons.

**"Terms"** means these Terms of Service.

# General Usage of the Site, App and Services

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The Site, App and Services can be used to facilitate the listing and booking of a Living Arrangement. If you wish to view, book or create a Listing, you must first create a Sparrow Account. Sparrow provides an online platform that includes technology to match Housemates and Hosts, based on individual needs, preferences and lifestyles, to communicate directly with each other and enable Living Arrangements pursuant to a Boarding Agreement. In addition, Sparrow provides certain tools and information to help Hosts and Housemates make more informed decisions, if and when available, such as: (i) FAQ's, tips, calculators (ii) third party verification tools, (iii) obtaining for Hosts, via a third party service provider, background and/or credit check reports (if available) on individual Housemates who consent to the running and sharing of those reports, (iv) obtaining for Housemates, via a third party service provider, background and/or credit check reports (if available) on individual Hosts who consent to the running and sharing of those reports, and (v) subject to a Member's consent, process, via a third party service provider, background and/or credit check reports on a Member. Sparrow is not an owner or operator of any Bedrooms, Shared Spaces or Property nor is it a provider of real properties, insurance, broker or agent. Sparrow does not own, sell, resell, furnish, provide, rent, re-rent, manage and/or control Bedrooms, Shared Spaces or Properties. Further, Sparrow does not have control over the quality, condition, habitability or suitability of the Bedroom, Shared Spaces or Property. The Host and Housemate are responsible for compliance with all applicable laws in connection with any tenancy arrangement that may be established through the use of the Services. Sparrow solely facilitates the availability of the Site, App and Services. Sparrow is not a party to any agreement between Housemates and Hosts. This is true even if the Site, App and/or Services allow you to download and use a sample Boarding Agreement.

YOU ARE ONLY AUTHORIZED TO USE THE SITE, APP AND SERVICES TO ENABLE HOSTS AND HOUSEMATES TO CONNECT DIRECTLY WITH EACH OTHER. SPARROW CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS OR THOSE DIRECT COMMUNICATIONS, OR THE CONDITION, LEGALITY OR SUITABILITY OF ANY BEDROOM OR SHARED SPACES, OR THE INFORMATION PROVIDED BY A MEMBER IN CONNECTION WITH SUCH MEMBER'S USE OF THE SITE, SERVICES OR APP. SPARROW IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND BEDROOM AND SHARED SPACES. ACCORDINGLY, ANY BOARDING AGREEMENT WILL BE MADE AT A MEMBER'S OWN RISK. AS A PROVIDER OF INTERACTIVE SERVICES, SPARROW DOES NOT CONTROL THE CONTENT, LEGALITY OR SUITABILITY OF ANY REVIEWS ON THE SITE, APP AND/OR THE SERVICES.

## Sparrow Account Registration

In order to access certain features of the Site and App, and to create a Listing as a Host or apply for a Listing as a Housemate, you must register to create a Sparrow Account and become a Member on the Site or App. You may register to join the Services directly via the Site or App or as described in this section.

You may not have more than one (1) active Sparrow Account, except if an individual has authorized you to register on that individual's behalf as an authorized person on that individual's Sparrow Account. If you register on behalf of another individual, you represent and warrant that you have their permission to do so and to bind that individual to these Terms.

If you choose to register for a Sparrow Account, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of Canada or other applicable jurisdictions. You also agree to provide true, accurate, current, and complete information about yourself as required by our application form; maintain and update such information to keep it true, accurate, current, and complete; and be responsible for all activities that occur under your Sparrow Account.

Sparrow reserves the right to suspend or terminate your Sparrow Account and your access to the Site, App or Services if you violate these Terms or if any information provided during the registration process or thereafter proves to be false, inaccurate, not current or incomplete.

The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

You agree that you are responsible for safeguarding your password that provides access to your Sparrow Account and will not disclose it to any third party. You will take sole responsibility for any activities or actions under your Sparrow Account, whether or not you have authorized such activities or actions. You will immediately notify Sparrow of any unauthorized use of your Sparrow Account. You must exercise caution when accessing your Sparrow Account from a public or shared computer so that others are not able to view or record your password or other personal information. You also agree to ensure that you logout from your Sparrow Account at the end of each session. You are responsible for any password misuse or any unauthorized access.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to the Site or App. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Site or App.

Your provision of registration information and any submissions you make to the Site or App through any functionality such as applications, chat rooms, e-mail, message boards, personal, or interest group web pages, profiles, forums, bulletin boards and other such functions (collectively, "**Interactive Functions**") constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy, found [here](#).

You are prohibited from attempting to circumvent and from violating the security of the Site or App, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting



our ability to monitor the Site or App; (f) using any robot, spider, or other automatic device, process, or means to access the Site or App for any purpose, including monitoring or copying any of the material on the Site or App; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Site or App via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; and (i) otherwise attempting to interfere with the proper working of the Site or App.

## **Messaging, SMS or Text Messages**

By creating a Sparrow Account, and becoming a Member, you consent to receiving electronic communications from Sparrow. We may send you text (SMS) messages and/or email messages as part of the normal business operation and your use of the Site or App. Such uses include without limitation, to provide you with information you requested from Sparrow or its Members, to let you know about features, functions, improvements or changes to the Site or App, to facilitate your identification of Members who may be interested in homesharing or other aspects of your Sparrow Account. These text (SMS) messages and/or email addresses may be automated or non-automated, and while Sparrow does not charge you to send or receive such messages, other message and data rates may still apply by your carrier or other provider. You may opt-out of receiving text (SMS) messages and/or email messages from Sparrow at any time by contacting our team at [hello@sparrowshare.com](mailto:hello@sparrowshare.com). You acknowledge, however, that opting out of receiving text (SMS) and/or email messages may impact your ability to fully use the Site or App or access the Services.

## **Listings**

As a Host you may create a Listing for an available Bedroom for rent at your Property. As a Housemate you may search for Listings that meet your specific requirements.

When creating a Listing through the Site or App, a Host must:

- (i) provide complete and accurate information about the Bedroom, Shared Spaces and Property (such as listing a description and photos of the Bedroom), details about features and facilities at the Property, location, House Rules (as defined below), Housemate Task Help (as defined below), availability for occupancy, and the monthly Rent;
- (ii) disclose any deficiencies, restrictions, and other requirements that apply, and;
- (iii) provide any other important information requested by Sparrow.

The Host is solely responsible for setting the monthly Boarding Fee amount (including any taxes if applicable). Once a Housemate requests a booking of the Listing, the Host may not request that the Housemate pay a higher price than in the Listing. Increases in Boarding Fee may apply after the end of the initial term upon signing a new Boarding Agreement.

Member Content used in the Host Listing, including pictures, animations, or videos must accurately reflect the quality and condition of the Property. Sparrow reserves the right to require that Listings have a minimum number of images of a certain format, size, and resolution. Sparrow may offer the

services of a professional photographer to take photographs of a Host's Property. Such photographs will be made available by the photographer to include in the Host's Listing with or without a watermark or tag bearing the words "Sparrow Verified Photo" or similar wording. The Host is responsible for ensuring that images portrayed in the Listing accurately represent the Bedroom, Shared Spaces and Property and will stop using such images on or through Sparrow if they no longer accurately represent the Listing, if the Host stops homesharing, or if the Host's Sparrow Account is terminated or suspended for any reason.

None of the Member Content you submit to the Site or App will be subject to any confidentiality by Sparrow. You acknowledge and agree that Sparrow shall have the right to use any of your Listing images and other Member Content (or data collected) in advertising, marketing, and/or any other business purposes in any media or on the Site or App, whether in relation to the Listing or otherwise, without further notice or compensation. Where Sparrow is not the exclusive owner of Member Content, by using such Member Content on or through Sparrow, the Host grants to Sparrow a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable, and transferable license to use, reproduce, modify, display, distribute, and otherwise disclose such Member Content for advertising, marketing, and/or any other business purposes in any media or platform, whether in relation to the Listing or otherwise, without further notice or compensation to the Host. You further waive any moral rights or other rights of authorship as a condition of submitting any Member Content.

## **Member Profile**

To apply for and secure a Listing as a Housemate, you will need to fill out a profile (your "**Member Profile**") and provide certain information about yourself including your name and contact information as well as certain information about your preferences in relation to a Living Arrangement.

To accept applications and view recommended matches for your Listing as a Host, you must first fill out your Member Profile that includes certain information such as complete and accurate information about yourself including but not limited to your name, address(es) for the past two years, bank account information, and credit card information (for the purpose of identity verification).

## **Background and Verification Checks**

Sparrow may require you to upload a valid background and/or credit check report to your Member Profile in order to secure a Living Arrangement. Sparrow may offer you the ability to use certain background and credit check and Member verification services (if and when available) through third party service providers. Such third-party services providers will conduct the background and/or credit check and Member verification based on the personally identifiable information you provide that will be transmitted from Sparrow via API in encrypted form to such third party service provider, including without limitation, your social insurance number.



When you enter your information for a background check, you hereby authorize the third party provider of the checks and its designated agents and representatives to conduct a comprehensive review of your background causing a consumer report and/or an investigative consumer report to be generated. You understand that the scope of the consumer report/ investigative consumer report may include, but is not limited to the following areas: verification of social insurance number; current and previous residences; employment history, education background, character references; civil and criminal history records from any criminal justice agency in any or all federal, provincial or municipal jurisdictions; driving records, birth records, and any other public records.

You further authorize any individual, company, firm, corporation, or public agency to divulge any and all information, verbal or written, pertaining to you, to the Host that requested the check or to its agents. You further authorize the complete release of any records or data pertaining to you which the individual, company, firm, corporation, or public agency may have, to include information or data received from other sources.

Sparrow does not store on the Site or App the background or credit check report produced by the third party service provider. We may however store or display certain information pertaining to the result of the background or credit check report for the purpose of verifying a Member Profile.

Member verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, in our sole discretion, ask you to provide a form of government identification or other information or we may undertake additional checks designed to help verify the identities or backgrounds of Members (including, without limitation, background and/or credit checks), but we have no obligation to do so. Sparrow also may, in our sole discretion, assist in the completion of Member verification by texting and/or directly contacting the Host or Housemate, as well as reviewing such Host's or Housemate's social media accounts and other information online in order to verify the Host or Housemate, but we have no obligation to do so. You should not contact Sparrow to conduct any verification services. Sparrow does not guarantee, nor do we represent or warrant as to, the accuracy of such Member verification.

Your use of third party service providers' background or credit check (if available) and/or Member verification services are subject to the terms of use and privacy policies located on such third party service providers' websites. However, you may consent through the third party to the release of your background check report to a potential Host/Housemate and Sparrow, as applicable, through the Site or App and/or the third party service.

IF YOU USE THE SITE, APP, SERVICES OR CONTENT, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT SPARROW IS NOT OBLIGATED TO CONDUCT BACKGROUND CHECKS OR CREDIT CHECKS (IF AVAILABLE) OR MEMBER VERIFICATION ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, HOUSEMATES AND HOSTS, BUT MAY ASSIST IN CONDUCTING OR MAY CONDUCT MEMBER VERIFICATIONS IN ITS SOLE DISCRETION.

## **Verification but no Endorsement**

Sparrow does not endorse any Member, any Listing or any reviews. Sparrow provides Hosts and Housemates a customized list of potential Members and/or Listings to consider based on the information the Host or Housemate provides to Sparrow regarding their needs and preferences. In providing these Services, Sparrow is not making a referral to, or endorsing, any individual or Listing or engaging in any conduct that requires a professional license of any kind. Any references in the Site, App or Services to a Member or Listing being "verified" or "connected" (or similar language) only indicate that the Member has completed a relevant verification process and does not represent or indicate anything else. Any such description is not an endorsement, certification or guarantee by Sparrow about any Member or Listing, including of the Member's identity and whether the Member is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Site, App and Services. We therefore recommend that you always exercise due diligence and care when deciding whether to enter into a Boarding Agreement, or to have any other interaction with any other Member.

## **Boarding Agreement**

Once a Host reviews and accepts a Housemate's application to their Listing, the Host and Housemate shall enter into a Living Arrangement in accordance with the terms of Sparrow's standard Boarding Agreement, customized by the parties for their Living Arrangement using the Site or App functionality in connection therewith.

The Boarding Agreement governs the terms of the relationship between the Host and Housemate. Although Sparrow provides a standard Boarding Agreement, the Host, not Sparrow, is solely responsible for entering into this agreement and making available any Bedroom and Shared Spaces included in a Listing matched through the Site, App and Services, as well as ensuring that the Boarding Agreement complies with all applicable laws. Sparrow's standard Boarding Agreement is an additional service offering provided by Sparrow but should in no way be construed as Sparrow providing legal advice.

If you, as a Housemate, choose to enter into a transaction with a Host for Living Arrangements, you agree and understand that you may be required to enter into a Boarding Agreement with the Host and you agree to accept any terms, conditions, rules and restrictions imposed by the Host. You acknowledge and agree that you, and not Sparrow, will be responsible for performing the obligations of any such agreement, that Sparrow is not a party to such Boarding Agreement, and Sparrow disclaims all liability arising from or related to any such Boarding Agreement.

You are responsible to ensure a Boarding Agreement complies with all applicable laws for the location of the Property described in the Listing. Sparrow does not provide legal advice and recommends that the parties review any agreement entered into with their personal legal advisor.

Sparrow recommends that Hosts obtain appropriate insurance for their Property. Hosts should review any respective insurance policy carefully, and in particular make sure they are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not their insurance policy will cover the actions or inactions

of Housemates while staying at their Property. Sparrow recommends that Housemates obtain appropriate renter's insurance.

## Residential Tenancy Act and Regulations

You understand and acknowledge that the nature of the Living Arrangement constitutes a living accommodation in which a Housemate shares a bathroom and/or kitchen facility with the Host, and as such, the *Residential Tenancy Act* (Ontario) and/or the *Residential Tenancy Act* (British Columbia), and its regulations do not apply to the Living Arrangement or Boarding Agreement.

## Disputes between Members

Any actual or potential agreement or transaction between Members, including a Housemate and Host, including the quality, condition, safety or legality of a Bedroom or reviews displayed, the truth or accuracy of the reviews or Listings (including the content thereof or any review relating to any Bedrooms), the ability of Members to rent a Bedroom are solely the responsibility of each Member. If you have a dispute with another Member, you must resolve the dispute directly with the Member. If requested, Sparrow may, but is not required to, assist in resolving any disputes between Members.

Sparrow values our Members, and we understand that occasionally disputes may arise between them. Our goal is to provide tools to help Members resolve such disputes independently. If a Host and Housemate are unable to resolve disputes amongst each other in relation to the Living Arrangement, then either party may elect to refer such Dispute to the Sparrow CS Team in accordance with the terms of the Boarding Agreement. In the rare event a dispute initiated amongst Members occurs which cannot be resolved independently, you may request Sparrow to facilitate a neutral resolution, mediation, or arbitration process conducted by Sparrow or a neutral third-party mediator or arbitrator selected by Sparrow. Dispute resolution services are completely optional and additional fees may apply. As a Host, or Housemate, you are under no obligation to participate in any such process. Notwithstanding the foregoing, you acknowledge and agree that Sparrow is under no obligation to become involved in or impose resolution in any dispute between or among Members or any third party.

As a Housemate you will be responsible for leaving the Bedroom and Shared Spaces (including any personal or other property) in the condition they were in when you arrived. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Bedroom and Shared Spaces, excluding the Host (and the individuals the Host invites to the Property).

The Housemate must provide Rent Deposit after signing a Boarding Agreement, and pay first month's Boarding Fee prior to moving into the Property.

If there are damages to the Property claimed by the Host that are agreed to by the Housemate or determined pursuant to a final dispute resolution process (in either case a "**Damage Claim**"), then

the Host may apply the Rent Deposit to such damages. In the event of a Damage Claim the Housemate shall restore the Rent Deposit to its original amount to the Host within seven (7) days.

While we may help facilitate the resolution of disputes, Sparrow has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings (or the Bedrooms / Shared Spaces described in them) or Host or Housemate services, (ii) the truth or accuracy of any Listing descriptions, ratings, reviews, or other Member postings, or (iii) the performance or conduct of any Member or third party.

Sparrow provides assistance and guidance through its Sparrow CS Team Members. When communicating with our Sparrow CS Team Members (whether over the telephone, or via email or letter), you may not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or otherwise behave inappropriately. If we feel that your behavior towards any of our Sparrow CS Team Members or other employees is at any time objectionable, we reserve the right to immediately terminate your Sparrow Account and you will not be entitled to any refund of unused service fees. To the maximum extent allowed by law, you acknowledge, agree, and consent to the recording of telephone calls between you and Sparrow CS Team Members for quality assurance and training purposes.

## **Boarding Fee and Rent Deposit**

**"Boarding Fee"** means the amounts that are due and payable by a Housemate in exchange for the provision of Living Arrangements in accordance with a Boarding Agreement. The Host solely, and not Sparrow, determines these amounts. These amounts may also include contributions to be made by the Housemate to various utilities and other items provided and may be adjusted by credits for Task Help, all pursuant to the Boarding Agreement.

The Boarding Fee is due each month on the due date set out in the Boarding Agreement. Housemates are responsible for paying the Boarding Fee.

Upon signing the Boarding Agreement, the Housemate must provide a rent deposit ("**Rent Deposit**") to the Host. Under no circumstances will Housemates earn interest on the Rent Deposit.

If the Rent Deposit is not used to cure any Damage Claims throughout the Living Arrangement, it shall be returned by the Host to the Housemate at the end of the term of the Boarding Agreement provided all keys have been returned.

Housemates must complete their Member Profile, which may require payment details and method on file, in order to apply to a Listing.

## **Sparrow Fees and Taxes**

In consideration for the use of certain parts of the Site and App and the provision of the Services (including, without limitation, matching Hosts with Housemates), Sparrow charges fees to Members and may update these fees from time to time.



## For Housemates

**Platform Fee:** Sparrow charges housemates a monthly platform fee in return for several services, including:

- Facilitating a match with suitable hosts.
- Providing ongoing customer support and service.
- Managing the collection and distribution of rental payments.
- Reporting rent payments to credit agencies.

The exact amount of this monthly service fee will be communicated transparently to housemates prior to finalizing any agreement. The monthly service fee will be applied to each Boarding Fee payment made.

## For Hosts

**Listing Deposit:** Upon choosing to publish a listing on the Sparrow platform, hosts are required to pay a \$50 listing fee for each Bedroom published. This deposit ensures priority visibility on the platform and comes with the added benefit of a dedicated customer success agent assigned specifically to assist the host. This deposit will be deducted from the host's final Matching Fee once a match is successful. However, should a host decide to cancel their search with Sparrow, this deposit remains non-refundable.

**Matching Fee:** Once a Boarding Agreement is signed with a housemate, hosts are subject to a Matching Fee calculated based on the length of the Boarding Agreement. Sparrow will collect the first month's rent from the housemate, from which the corresponding Matching Fee will be deducted. The remainder will be forwarded to the host. The fee structure is as follows:

- 2 - 3 month term length: 1/4 month's rent (less the \$50 deposit).
- 4 - 5 month term length: 1/2 month's rent (less the \$50 deposit).
- 6 - 9 month term length: 3/4 month's rent (less the \$50 deposit).
- 10 - 12 month term length: 1 month's rent (less the \$50 deposit).

**Extension Fee:** If the agreement is prolonged beyond its original term length, an extension fee is applied, equating to 5% of the monthly Boarding Fee. This fee is charged exclusively to the host for the entire extension period, however, it does not exceed a 12-month duration.

This extension fee will be charged for the duration of the extension period, capped at a maximum duration of 12 months. For example, if the Host and Housemate extend a 6-month agreement for an additional 6 months, the extension fee would be applied to the additional 6 months, not exceeding the maximum cap of 12 months.

Note: All fees are before applicable taxes. Sparrow holds the discretion to amend these fees and will ensure that members are informed promptly about any modifications.



## Refund Policy

At Sparrow, we value our members and strive to provide an exceptional experience for both hosts and housemates. To ensure a fair and transparent process, we have outlined our refund policy below:

### Eligibility Criteria

Hosts are eligible for a refund under the following conditions:

- If a housemate terminates their boarding agreement early before the end of their term, the host will be eligible for a prorated refund for the unused portion of fees paid.
- Hosts will need to complete a refund request form, providing details of the early termination events
- If a host terminates the boarding agreement because of a housemate's breach of contract, they may qualify for a prorated refund. However, Sparrow will assess each refund request individually. The host must promptly inform Sparrow and provide relevant evidence of the breach.
- Please note that if a host is the one who initiated the early agreement termination without any housemate breach of contract, they will not be eligible for a refund.

### Refund

The refund will be issued as a credit that can be applied towards a future housemate search on the Sparrow platform. Please note that Sparrow does not provide cash or direct monetary refunds under any circumstances.

### Refund Process

To request a refund, hosts must follow these steps:

- Step 1: Write an e-mail to [hello@sparrowshare.com](mailto:hello@sparrowshare.com) with the **Subject Line: Refund Request** outlining the events of an early termination to your boarding/rental agreement
- Step 2: Sparrow customer success will provide you with a refund request form to fill out, providing details of the boarding agreement termination
- Step 3: Once your refund request form has been submitted, Sparrow will review the details and determine the eligibility of your refund. You will be notified of the outcome via email within 1-2 business days.

### Exceptions

Sparrow reserves the right to deny refund requests under certain circumstances, including but not limited to if a host or housemate has violated the terms of service or any applicable rules or regulations.

## Additional Conditions

Sparrow is not responsible for any fees or charges imposed by third parties, such as credit card companies or banks, in relation to the refund process. By using the Sparrow platform, you agree to abide by this refund policy. We reserve the right to modify or update this policy at any time, and it is your responsibility to review it periodically for any changes.

If you have any questions or concerns regarding our refund policy, please do not hesitate to contact our customer success team at [hello@sparrowshare.com](mailto:hello@sparrowshare.com).

## Rent Payment Processing

At Sparrow, we prioritize the ease of transactions and financial security for both hosts and housemates.

Sparrow uses Vopay ([www.vopay.com](http://www.vopay.com)) for the purposes of processing payments. Vopay specializes in streamlining electronic transactions, ensuring both security and promptness. Before using the Site or App, you must first review and approve the terms and conditions governing the use of this third-part payment processor.

## Payment Procedure

- 1. Rent Deposit Payment:** Once a boarding agreement is signed, Sparrow will send the housemate an electronic transfer request equivalent to the rent deposit stipulated in the boarding agreement. It's crucial to understand that a timely payment is instrumental in reserving the room for the housemate. Should there be a delay or failure in fulfilling this payment, the room's reservation might be jeopardized.
- 2. First Month Boarding Fee:** The boarding fee, corresponding to the first month's rent, is mandatory before moving in. To facilitate this, Sparrow will dispatch another electronic transfer request to the housemate up to 7 days preceding the boarding agreement's move-in date. Any lapse in the payment might not only deny the housemate access to the property but could also trigger the termination of the boarding agreement.
- 3. Payouts to Hosts:** Upon successful collection of the first month boarding fee, Sparrow will promptly forward the payment directly to the host through electronic transfer to the email address of the host on file. Sparrow will deduct any pertinent fees from this payment. Notably, these deductions are made from the first month's boarding fee payment and not from the rent deposit.
- 4. Monthly Boarding Fee Collection and Payout:** Sparrow facilitates the monthly collection of boarding fees for the benefit of both hosts and housemates. Following the initial month, Sparrow sends out monthly electronic transfer requests to housemates to aid in ensuring timely payment. Once collected, Sparrow processes and forwards these payments to the host.

## Rent Reporting

Sparrow uses FrontLobby Financial Inc. (FL) as a service provider to streamline the Rent Reporting process, ensuring a seamless experience for all our Members.

Upon entering a Boarding Agreement as a housemate, you explicitly consent to FL's collection of your personal information. This information is vital for establishing, updating, and maintaining a credit report associated with your profile. The collected data, which includes but is not limited to the frequency and amount of rent payments, your conduct as a housemate, and any outstanding debts, might be disclosed to various entities. These entities include landlords, property managers, credit grantors, and credit reporting agencies such as Equifax, TransUnion, Experian, and the Landlord Credit Bureau. The purpose of this disclosure encompasses the assessment of suitability for tenancy, debt collection, suitability evaluation for credit, and the development of additional credit reports.

As members of Sparrow, it's crucial for Housemates to familiarize themselves with and adhere to FrontLobby Financial Inc.'s terms of service. For a comprehensive understanding of what you're agreeing to, we strongly recommend reviewing their terms at FL's Terms of Use found here: <https://frontlobby.com/terms-of-use-canada/>

Rent Reporting via FrontLobby Financial Inc. (FL) is a fixed part of the Boarding Agreement. Without consenting to FL's data collection for Rent Reporting, Housemates cannot finalize an agreement with a Host. By agreeing, housemates accept that their rent activities, good or bad, may be reported. Concerns should be addressed to the Host before finalizing any agreement.

## **Term Extension or Early Termination**

The Boarding Fee amount and Boarding Agreement can change at any time if both the Housemate and Host agree to those changes. If the Boarding Agreement is changed or altered it must be updated through the Site or App, and additional Services Fees may apply in the event of an extension of the Living Arrangement. Similarly, Sparrow must be notified if there is an early termination of the Boarding Agreement. Housemates will not be entitled to any discounts or pro-rated Boarding Fee (for partial months) as a result of moving in later than the start date of the Boarding Agreement, or moving out earlier than the end date of the Boarding Agreement.

## **Cancellations**

Subject to the terms of the Boarding Agreement, either a Host or Housemate may cancel a Boarding Agreement any time before the Start Date specified therein.

All cancellations of Boarding Agreements must be submitted through the Site or App.

## **Host's Responsibilities**

Hosts must provide their Housemates with a Bedroom, as specified in their Listing, as well as access to, and use of, certain Shared Spaces in their Property, which must include at least one shared:

- bathroom; AND/OR
- kitchen;

Hosts must provide their Housemate with access to the basic utilities set out below and reasonable usage of the basic utilities must be included in the Boarding Fee (subject to any contributions required or restrictions specified in the Boarding Agreement):

- electricity;
- water;
- heating;
- internet;
- natural gas, if available; and
- air conditioning, if available.

A Host may not increase the Boarding Fee during the initial Term of a Boarding Agreement and, except as provided in the Boarding Agreement, may not charge additional fees to a Housemate.

If a Host is required to make repairs or alterations to the Bedroom, Shared Spaces or Property in order to comply with applicable laws, such repairs or alterations must be done at no cost to their Housemates except in accordance with the Boarding Agreement (for example, if the Housemate caused the applicable damage).

## **Home Condition Inspections**

It is strongly recommended that a Host and Housemate inspect the condition of the Property, including the Bedroom and the Shared Spaces together on the following occasions:

1. Upon the Housemate moving into the Property;
2. Upon the Housemate bringing a pet into the Property for the first time; and
3. Upon the Housemate moving out of the Property.

## **Guests and Visitors**

Housemates are not allowed to bring guests or visitors into the Property without express permission of their Host or as provided for in the Boarding Agreement. Hosts have the right to determine whether or not guests and visitors of the Housemate are able to enter their Property. However, any restrictions on visitors must not be unreasonable or discriminatory, must not contravene any applicable laws or regulations including human rights laws and must be set out in the Boarding Agreement. Hosts must not charge additional fees to their Housemates for guests or visitors.

## **House Rules and Housemate Task Help**

Hosts have the right to establish rules ("**House Rules**") for the purpose of creating a better living environment with the Housemate. House Rules may not be unreasonable and must not contradict any applicable laws or regulations.

Hosts must define House Rules in the Boarding Agreement. Housemates must read, review and agree to House Rules upon signing the Boarding Agreement. Hosts must advise Housemates in writing of any changes in the House Rules with a reasonable amount of notice.

Hosts may request assistance ("**Task Help**") with certain household Tasks or Hosts as defined in the Boarding Agreement. The Task Help must not be unreasonable and must not contravene any applicable laws or regulations including health and safety regulations.

Hosts and Housemates must define Task Help in the Boarding Agreement. When applying for a Listing, a Housemate shall indicate if they are willing to provide the Task Help set out in the Listing . Housemates must read, review and agree to Task Help, if applicable, upon signing the Boarding Agreement.

Sparrow does not endorse, is not liable nor responsible for governing the House Rules or Task Help.

## **Feedback and Ratings**

Within a certain time frame after completing a booking, Housemates and Hosts can leave a public review and/or submit a star rating about Hosts and Housemates (respectively). Any ratings or reviews reflect the opinion of individual Members and do not reflect the opinion of Sparrow. Ratings and reviews are not verified by Sparrow for accuracy and may be incorrect or misleading. Ratings and reviews by Members must be fair, truthful, and factual and may not contain any offensive or defamatory language. Ratings and reviews may be submitted through Sparrow's Site, App or Services.

No Member shall discriminate against another Member on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise.

## **Age Restrictions**

The Site, App and Services are intended solely for persons who are 18 or older. Any access to or use of the Site, App or Services by anyone under 18 is expressly prohibited. By accessing or using the Site, App or Services you represent and warrant that you are 18 or older.

## **Sparrow Rules**

As Member of the Site, App or Services, you shall not:

- impersonate any person or entity;



- solicit money from any Members (other than the payment of the Boarding Fee owing under a Boarding Agreement);
- post any Member Content that is prohibited by these Terms and the Privacy Policy;
- stalk or otherwise harass any person;
- express or imply that any statements you make are endorsed by Sparrow without our specific prior written consent;
- ask or use Members to conceal the identity, source, or destination of any illegally gained money or products;
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," download, or in any way reproduce or circumvent the navigational structure or presentation of the Site, App, or its contents;
- collect usernames and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Site or App;
- interfere with or disrupt the Site, App or Services or the servers or networks connected to the Site, App or Services;
- email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Site or App (either directly or indirectly through use of third party software);
- "frame" or "mirror" any part of the Site or App without Sparrow's prior written authorization;
- use meta tags or code or other devices containing any reference to the Company, the Site or App (or any trademark, trade name, service mark, logo or slogan of the Company) to direct any person to any other website for any purpose;
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile, or otherwise disassemble any portion of the Site or the App, or any software used on or for the Site or App, or cause others to do so;
- post, use, transmit, or distribute, directly or indirectly, (e.g. screen scrape) in any manner or media any content or information obtained from the Site, App or through the Services other than solely in connection with your use of the Services in accordance with these Terms
- undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the Site, App or Services or that is intended to promote or has the effect of engaging in illegal activities, fraud, or that is defamatory, libelous, or otherwise objectionable;
- promote racism, bigotry, hatred, or physical harm of any kind against any group or individual;
- advocate harassment or intimidation of another person;
- post anything that contains video, audio, photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
- post anything that contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);

- provide material that exploits people in a sexual, violent, or other illegal manner;
- include or contain any material that is obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in Sparrow's sole discretion;
- expose any person to inappropriate content or otherwise or ask for personal information as prohibited under applicable laws, regulations, or code;
- provide, or contribute any false, inaccurate, or misleading information;
- transmit, or procure the sending of, any advertisements or promotions, sales, or encourage any other commercial activities, including, without limitation, any "spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation;
- take any action that may undermine the efficacy or accuracy of reviews or ratings systems maintained by Sparrow;
- provide information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary, and confidential information);
- disrupt the normal flow of dialogue;
- in any manner violate any applicable federal, provincial, local, or international law or regulation
- post any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy found [here](#);
- in any manner violate the terms of use of any third-party website that is linked to the Site or App , including but not limited to, any third-party social media website; or
- attempt to indirectly undertake any of the foregoing.

## Sparrow's Role

We offer a Site, App and Services that enable Members to create, publish, search for, apply to, and secure a Listing for Living Arrangements. While we work hard to ensure our Members have great experiences using Sparrow, Members understand and agree that we do not act as an employer, insurer, or agent of any Member, except where Sparrow acts as a payment collection agent. We do not have any control over the conduct of any Member and will not be liable, in any way, for any acts or omissions of any Member. We do not make any guarantees with respect to the suitability of the Living Arrangement or the Listings on the Site or App for Members' purposes.

Sparrow has no control over the conduct of Hosts, Housemates, and other users and/or Members of the Site and App, and disclaims all liability in this regard to the maximum extent permitted by law. Sparrow does not endorse any Member, either directly or indirectly, including through any matching services, and each Sparrow Member is responsible for undertaking whatever investigation deemed

appropriate with regard to any interactions or agreements between Members. For more information, please read the **Disclaimers** and **Limitation of Liability** sections below.

You acknowledge that Sparrow has the right, but does not have any obligation, to monitor the use of the Site or App and verify information provided by our Members. For example, we may review, disable access to, remove, or edit Content and Member Content to: (i) operate, secure and improve the Site, App or Services (including for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) address issues that we determine are harmful or objectionable; (v) take actions set out in these Terms; and (vi) maintain and enforce any quality or eligibility criteria, including by removing Listings that don't meet quality and eligibility criteria.

Members acknowledge and agree that Sparrow administers its Terms and Privacy Policy, including decisions about whether and how to apply them to a particular situation, at its sole discretion. Members agree to cooperate with and assist Sparrow in good faith, and to provide Sparrow with such information and take such actions as may be reasonably requested by Sparrow with respect to any investigation undertaken by Sparrow regarding the use or abuse of the Site, App or Services.

## Resident Liability Insurance

As of March 15th, 2024, Sparrow has partnered with Walnut Insurance Inc. ("Walnut") to offer our members a complimentary **Resident Liability Insurance** ("Tenant Coverage"), further enhancing the protection and benefits of homesharing through our platform.

For housemates who enter into a Boarding Agreement or Rental Agreement on or after March 15th, 2024 with a Host through Sparrow, Housemates are automatically enrolled in Resident Liability Insurance.

The Tenant Coverage offers the following:

- **Bodily Injury Liability:** Coverage up to \$1,000,000 per occurrence for bodily harm occurring at the insured location during the policy term, with liability established against the resident certificate holder.
- **Property Damage Liability:** Coverage up to \$100,000 per occurrence for physical damage to the landlord's property occurring at the insured location during the policy term, with liability established against the resident certificate holder.
- **Animal Liability Special Limit Endorsement:** Coverage up to \$100,000 per occurrence for damages arising from domestic pets owned or in the care of the resident certificate holder.
- **Additional Living Expenses:** Coverage for necessary increased living expenses if the insured location becomes uninhabitable due to a covered loss, up to \$4,000 or 20% of the personal property coverage limit, whichever is greater.

Claims are to be reported to Sparrow, which will initiate the claims process through [RentersCAN@msimga.com](mailto:RentersCAN@msimga.com). An examiner will respond within 48 hours of the claim receipt.

For a detailed explanation of coverages, limitations, and exclusions, members are encouraged to review the full Group Tenant Policy by clicking on this hyperlink.

Housemates have the option to opt out of Resident Liability Insurance by sending an email to [help@sparrowliving.co](mailto:help@sparrowliving.co). By opting out, members will no longer have Tenant Coverage. Housemates must provide a copy of their alternative tenant insurance policy to Sparrow prior to move-in and the policy must remain valid for the duration of the Boarding Agreement or Rental Agreement term length.

## **Continuation of Resident Liability Insurance**

Resident Liability Insurance, provided in partnership with Walnut, is contingent upon the housemate's adherence to the payment schedule outlined in the Boarding Agreement. Tenant Coverage remains in effect as long as housemates continue to make timely payments of their monthly boarding fee and platform fee through Sparrow.

### **Insurance Coverage Termination:**

If a housemate's boarding fee or platform fee payment is delayed for more than fourteen (14) days, Sparrow will notify Walnut to cancel the housemate's enrollment in the Resident Liability Insurance policy, and coverage will be discontinued. In the event of such a lapse, the housemate will not be protected under the Resident Liability Insurance policy, and any claims made during the period of non-payment will not be covered.

Housemates will be notified of impending coverage discontinuation due to payment delays and will have the opportunity to rectify the situation within the given timeframe to avoid cancellation of the insurance coverage.

It is the responsibility of the housemate to maintain the payment schedule to ensure continuous insurance coverage. Sparrow reserves the right to amend the terms related to the insurance policy, and any such changes will be communicated to the members accordingly.

## **Reporting Misconduct**

If you feel a Host or Housemate is acting or has acted inappropriately, including but not limited to (i) engaging in offensive, violent or sexually inappropriate behavior, (ii) you suspect him or her of stealing from you, (iii) engaging in any other disturbing conduct, or (iv) a Housemate will not leave the Property at the end of the term of a Boarding Agreement, then Sparrow advises that you immediately report such person to the appropriate authorities.

## **Responsibility for Content, Actions, and Compliance Laws**

Members acknowledge and agree that they are responsible for their own acts and omissions and are also responsible for the acts and omissions of any individuals who represent them, whether as an employee, contractor, agent, or in another capacity, and any individuals who reside at or are otherwise present at the Property at their request or invitation.



We do not have any control over the conduct of any Member and will not be liable, in any way, for any acts or omissions of any Member. We do not make any guarantees with respect to the suitability of the Living Arrangement or the Listings on the Site or App for Member purposes.

Members agree that they will have no recourse against Sparrow for any alleged or actual infringement or misappropriation of any proprietary or other right in Member Content submitted by them. Members assume all liability for any claims, suits, or grievances filed against them, including all damages related to submitted Member Content and Member participation on and through the Site, App, and Services.

Members are responsible for complying with all applicable laws and regulations, including human rights laws, criminal laws, intellectual property laws, housing laws and regulations, health and safety laws, regulations, and standards, building codes and standards, and bylaws and other municipal regulations when they use the Site, App, and Services or enter into a Living Arrangement. Members will be solely responsible for the breach of any laws in association with their use of the Site, App, and Services or in connection with a Living Arrangement or Boarding Agreement.

Hosts acknowledge and agree that they will be solely responsible for ensuring that any Listing they create, and a Housemate's stay at the Hosts' Property, will:

1. not breach any agreements the Host has entered into with any third parties including Hosts' associations, condominium or strata boards, or insurance providers;
2. comply with all applicable laws including zoning and other applicable bylaws (including having all required permits, licenses, and registrations); and
3. comply with any requirements of the Host's insurer(s).

By registering for a Sparrow Account as a Host, you represent and warrant that you are the legal owner of the Property or, if you are not the legal owner of the Property, that you have the express consent of the legal owner of the Property to create a Listing on the Site or App and enter into a Living Arrangement. If you do not own the Property or have such consent of the owner of the Property, then you cannot create a Listing on the Site or App or use the Services as a Host.

## Member Content

We may, in our sole discretion, permit you to post, upload, publish, submit, or transmit content, such as profiles or listings (collectively, "**Member Content**"). If by making available any Member Content on or through the Site or App, you feel a Host or Housemate is acting or has acted inappropriately, including but not limited to (i) you suspect of breaching any of the rules set out in section 22 of these Terms, or (ii) engaging in any other disturbing conduct, you must immediately report such person to the appropriate authorities and then promptly (no later than twenty-four (24) hours after reporting to authorities) to Sparrow by contacting us with your police station and report number at [help@sparrowshare.com](mailto:help@sparrowshare.com); provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.



Sparrow may modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit (by all means known or to be developed in the future) such Member Content on the Site and App, and for any other purpose in our sole discretion. The license granted by you to Sparrow will survive termination of these Terms, and shall survive termination of the Site, App and Services, if any, or termination of your Sparrow Account. Sparrow does not claim any ownership interest or rights in your Member Content and nothing in these Terms shall be deemed to restrict rights you may have in your Member Content.

You acknowledge and agree that Sparrow has no role in the creation, either in whole or in part, of Member Content you provide to Sparrow or to the Site and App and that you alone are solely responsible for all Member Content that you make available, including without limitation Member Profiles or Listings, and the information that may be contained therein. You thus represent, warrant, and agree that (i) you either own or have all necessary rights, licenses, consent, and releases necessary to grant Sparrow the rights in Member Content under these Terms; and (ii) neither the Member Content, nor your posting, uploading, publication, submission, or transmittal of Member Content or Sparrow's use of your Member Content in whole or part infringes, misappropriates, or violates any third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property or proprietary rights or result in violation of any applicable law, rules, regulations, or court orders. You acknowledge and agree that Sparrow may exercise any traditional editorial function as to Member Content including without limitation proofreading, editing, summarizing, digesting, translating, or other editing without becoming the author of such Member Content, and that it remains your sole responsibility to monitor your Member Content and to guarantee that any such edited Member Content is accurate and consistent with your representations, warranties, and agreements in these Terms.

Your use of the Site, App and Services, including all Member Content you post on the Site and App, must be in accordance with any and all applicable laws and regulations, including but not limited to applicable export and import laws and regulations. You agree that Sparrow may access, preserve, and disclose your Sparrow Account information and Member Content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any Member Content violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Site, App and Services in the future; or (v) protect the rights, property, or personal safety of Sparrow, its Members or the public.

Sparrow will ask for personal identifying information as part of creating a Sparrow Account and completing a Member Profile but will make commercially reasonable efforts not to expose such information to third parties. You may not post any telephone numbers, street addresses, last names, URLs, or email addresses in areas of your Member Profile that may be viewed by other Members. You agree that any Member Content you place on the Site or App to be viewed by other Members may be viewed by any person visiting the Site or App or participating in the Services.

Sparrow reserves all rights, in its sole discretion, to limit, remove, suspend, block, disable access to, or otherwise to restrict access to, the Site, App or Member Content that it considers to be a

violation of these Terms, and/or that we consider to be harmful to the Site, App, to Sparrow or to any other Member or third party, or which we consider to be otherwise objectionable.

Sparrow may take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Site or App. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site or App.

YOU WAIVE AND HOLD HARMLESS SPARROW FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY IT RELATING TO ANY, INVESTIGATIONS BY EITHER SPARROW OR BY LAW ENFORCEMENT AUTHORITIES.

Sparrow has no obligation, nor any responsibility to any party to monitor the Site, App or their use of it, and does not and cannot undertake to review material that is submitted to the Site or App. Sparrow cannot ensure prompt removal of objectionable material after it has been posted and has no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws.

You acknowledge that by providing you with the ability to view and distribute Member Content through the Site, App, and Services, we are not undertaking any obligation or liability relating to the Member Content. We do not undertake or assume any duty to monitor the Site and App for inappropriate or unlawful Content and we assume no responsibility or liability which may arise from the Content thereof, including claims for defamation, libel, slander, infringement, invasion of privacy and publicity rights, obscenity, pornography, profanity, fraud, or misrepresentation.

Notwithstanding the foregoing, we reserve the right to block or remove communications, postings, or materials at any time at our sole discretion.

We are not responsible for any damage or harm resulting from your interactions with other Members. Member Content is Member generated and Sparrow does not control or vet Member Content for accuracy or completeness as a general matter. Accordingly, Sparrow does not assume any responsibility for the accuracy, completeness, or reliability of any information provided by Hosts or Housemates on the Site or App or in offline communications.

## **Feedback**

By sending us any Feedback, comments, questions or suggestions concerning Sparrow regarding the Site, App or Services, you represent and warrant (a) that you have the right to disclose the feedback, (b) that the feedback does not violate the rights of any other person or entity, and (c) that your feedback does not contain the confidential or proprietary information of any third party or parties.

Sparrow shall be free to use such feedback on an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, sublicense, or otherwise exploit the feedback, and irrevocably wave, and cause to be waived,

against Sparrow and its Members any claims and assertions of any moral rights contained in such feedback. This feedback section shall survive any termination of your Sparrow Account or termination of the Site, App or Services, if any.

## **License to Use Site and App**

Subject to your continuing compliance with these Terms, Sparrow grants you a limited, non-exclusive, revocable, non-transferable, and non-sublicensable license to reproduce and display Content (excluding any software source code) solely for your personal and non-commercial use and only in connection with your access to and participation in the Site, App, and Services and only on the Site and App. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, reverse-engineer or otherwise exploit the Site, App or Content therein, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Sparrow or its licensors, except for the licenses and rights expressly granted in these Terms.

### **1. App Specific Terms and License**

Subject to your compliance with these Terms, if and when Sparrow offers an App, Sparrow grants you a limited non-exclusive, non-transferable license to download and install a copy of the App on a single mobile device or computer that you own or control and run such copy of the App solely for your own personal use. Furthermore, with respect to the App you will only use the App (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) or a product that runs on Android; and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Use or the Google Play Terms of Use, as applicable. Sparrow reserves all rights in the App not expressly granted to you by these Terms.

With regard to your use of the App, you acknowledge and agree that (i) these Terms are an agreement between you and Sparrow only, and not Apple or Google Play, and (ii) Sparrow, not Apple or Google Play, is solely responsible for the App and content thereof. Your use of the App must comply with the App Store and or Google Play terms of use. You acknowledge that Apple or Google Play has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple or Google Play, and Apple or Google Play will refund the purchase price for the App to you and to the maximum extent permitted by applicable law, Apple or Google Play will have no other warranty obligation whatsoever with respect to the App. As between Sparrow and Apple or Google Play, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Sparrow. You and Sparrow acknowledge that, as between Sparrow and Apple or Google Play, Apple or Google Play are not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

You and Sparrow acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, as between Sparrow and Apple or Google Play, Sparrow, not Apple or Google Play, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and Sparrow acknowledge and agree that Apple or Google Play, and Apple's subsidiaries or Google Play's subsidiaries, are third-party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms, Apple or Google Play will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.

## **Non-Endorsement**

We do not endorse any Hosts, Housemates, or Listings, nor will we be responsible for the actions or inactions of any Hosts or Housemates. You should therefore ensure that you carry out your own searches and ask questions of Hosts or Housemates, as applicable, that you wish to enter into a Boarding Agreement with in order to satisfy yourself as to the suitability of the Boarding Agreement and compatibility with the Host or Housemate, as applicable.

## **Opinions Expressed on Site and App**

Opinions and other statements expressed by Members and third parties (including bloggers and feature contributors) are theirs alone, and do not represent our opinions. Content created by third parties is the sole responsibility of the third parties and its accuracy and completeness are not endorsed or guaranteed by Sparrow.

## **Privacy**

Your use of this Site, the App and Services is governed by Sparrow's Privacy Policy, which is available [here](#).

By submitting your personal information and using the Site and/or App, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any Member Content submissions in compliance with our Privacy Policy as we deem necessary for use of the Site and App and the provision of the Services.

By using this Site and/or App you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze website use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the Site and App may not function adequately. For more information on this automated information gathering practice, see Sparrow's Privacy Policy.

## **Modifications**



Sparrow reserves the right, in its sole discretion, to modify these Terms, including the Matching Fee, Monthly Subscription Fee, any other fees and any other documents incorporated by reference herein, at any time and without prior notice.

If we do, we will notify you of any changes by posting them on the Terms pages on the Site, or via the App or provide you with a notice of the change. We will also update the "Last Updated Date" at the top of these Terms. Unless explicitly stated otherwise, any feature or functionality enhancements to the Site, App, or Services will be subject to these Terms. Amendments will become effective when they are posted on the App or Site. You will be notified of any such amendments. Your use of the App, Site and/or Services following any such amendments shall constitute your consent to the changes. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site, App and Services and/or terminate your Sparrow Account.

You agree to periodically review these Terms in order to be aware of any such modifications and your continued use shall be your acceptance of the same.

## **Disclaimers**

Your use of the Site, App and Services, or any collective Content in connection therewith shall be solely at your own risk. You acknowledge and agree that Sparrow does not have an obligation, but reserves the right for any reason, to (a) monitor or review Member Content; or (b) for any permissible purpose, conduct identity verification, background (including criminal background) or registered sex offender checks on any Member or user. The Site, App and Services are provided "as is", without warranty of any kind, either express or implied. Without limiting the foregoing, Sparrow and its affiliates and subsidiary, and their respective officers, directors, employees, and agents explicitly disclaim any warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; any warranties arising out of course of dealing or usage of or in trade; any warranties, representations, or guarantees in connection with the Site, App or Services offered on or through the Site or App; and any warranties relating to the quality, truth, accuracy, or completeness of any information or material containing or presented on this Site or App, including without limitation all collective Content appearing on, through or accessible in connection with the Site, App or Services.

Sparrow makes no warranty that the Site, App or Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Sparrow assumes no responsibility, and shall not be liable for any damages to your computer equipment or other property on account of your access to or use of the Site, App or Services. Sparrow shall not be liable for any defamatory, offensive, or illegal conduct of any third party, or any loss or damage of any kind incurred as a result of the use of any data, information, materials, substance, or content posted, transmitted, or made available via the Site or App. No advice or information, whether oral or written, obtained from Sparrow or through the Site, App or Services, will create any warranty not expressly made herein.

You are solely responsible for all of your communications and interactions with other users or Members of the Site or App, and with other persons with whom you communicate or interact as a result of your use of the Site or App, including but not limited to any Members, guests, or invitees.



You understand that Sparrow does not make any attempt to verify the statements of users or Members of the Site or App. Sparrow makes no representations or warranties as to the conduct of users or Members of the Site or App or their compatibility with any current or future users or Members of the platform. You agree to take reasonable precautions in all communications and interactions with other users or Members of the Site and App and with other persons with whom you communicate or interact as a result of your use of the Site, App or Services, particularly if you decide to meet offline or in person and to engage in any homesharing activity. Sparrow explicitly disclaims all liability for any act or omission of any users, Members or third parties.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE SITE OR APP WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE SITE, APP AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR APP OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THERETHROUGH OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED THEREON, OR ON ANY WEBSITE OR APP LINKED TO IT.

## **Indemnification**

To the maximum extent permitted by applicable laws, you agree to release, indemnify and hold Sparrow and its affiliates and subsidiaries, and their shareholders, advisors, officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable legal, accounting, and professional fees, arising out of or in any way connected with (a) your access to or use of the Site, App, or Services, or Content or violation of these Terms; (b) your Member Content or reliance on Member Content; and (c) your (i) interaction with or disputes with any Member or any other user or any third party service provider (ii) Bedroom, shared Shared Spaces and/or Property, or (iii) creation of a Listing; and (d) the use, condition or rental of a Bedroom and shared Shared Spaces at the Property by a Housemate, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind in connection with or as a result of the lease or use of a Bedroom or shared Shared Spaces at the Property. Sparrow reserves the right to take over the exclusive defense of any claim for which we are entitled to indemnification, in our sole discretion. In such an event, you must provide us with such cooperation as is reasonably requested by us.

## **Limitation of Liability**

Neither Sparrow (including its affiliates and personnel) nor any other party involved in creating, producing, or delivering the Site, App or Services, or any Content will be liable for any incidental,

special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) the use of or inability to use the Site, App, Services, or any Content, (iii) any communications, interactions or meetings you may have with someone you interact or meet with through, or as a result of, your use of the Site, App or Services, or (iv) from listing or leasing of any Bedroom and/or Shared Spaces via the Site, App or Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Sparrow has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

We take no responsibility for, and will not be liable for, any error or inaccuracies in any Content or the Site, App, or Services being temporarily unavailable due to technical outages beyond our control. It is our right to make the Site, App, or Services unavailable from time to time, solely at our discretion, and we will not be liable for any loss or damage relating to such unavailability.

Any claim against us will be limited to the amount of Services Fees you have paid in the twelve (12) month period prior to the event giving rise to the liability, or one hundred Canadian Dollars (\$100 CAD), if no such payments have been made, as applicable.

These limitations of liability and damages are fundamental elements of the agreement between you and Sparrow.

## **Third Party Services**

The Site or App may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Site or App. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource. You are subject to any terms and conditions of such third party websites.

Links to third-party sites from the Site or App may include links to certain social media features that enable you to link or transmit on your own or using certain third-party websites, certain content from the Site or App. You may only use these features when they are provided by us and solely with respect to the Content identified.

You may link to the Site or App provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. The Site and App must not be framed on any other site, and you may not create a link to any part of the Site

or App other than the homepage. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with these Terms. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

## **Sparrow Account Suspension or Termination**

You agree that Sparrow may, in its sole discretion, without prior notice or explanation, immediately terminate, limit your access to, or suspend your Sparrow Account and access to the Site, App or Services. Cause for such termination, limitation of access, or suspension shall include, but not be limited to, breaches or violations of the Terms or other incorporated documents, requests by law enforcement or other government agencies, discontinuance or material modification to the Services (or any part thereof), unexpected technical or security issues or problems, extended periods of inactivity, engagement by you in fraudulent or illegal activities, and/or nonpayment of any fees or penalties owed by you in connection with Sparrow. Sparrow shall not be liable to you or any third party for any termination of your Sparrow Account or access to the Site, App or Services.

Termination or suspension of your Sparrow Account includes any or all of the following: (a) removal of access to all or part of the offerings within the Site, App, or Services, (b) deletion of your password and all related information, files, and Content associated with or inside your Sparrow Account (or any part thereof), (c) barring of further use of all or part of the Site, App or Services, and (d) restricting or prohibiting your communication with customer success representatives or other employees of the Company. Sparrow may, in its sole discretion, communicate to other Members or users that your Sparrow Account has been terminated, blocked, suspended, deactivated, limited, restricted, or cancelled, and why this action has been taken. You may deactivate or terminate your Sparrow Account at any time by clicking on deactivate account on your Sparrow Account page or sending an email to [help@sparrowshare.co](mailto:help@sparrowshare.co).

## **Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario or British Columbia, including its conflicts of law rules, and Canada. YOU AGREE THAT ANY DISPUTE (WHETHER OR NOT SUCH DISPUTE INVOLVED A THIRD PARTY) ARISING FROM OR RELATING TO THE SUBJECT MATTER OF THESE TERMS OR YOUR RELATIONSHIP WITH US SHALL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE CANADIAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. NEITHER YOU NOR WE WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THIS AGREEMENT TO ARBITRATE. YOU ARE WAIVING THE ABILITY TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding.

## Intellectual Property Rights

The Site, App, Services, and Content (excluding Member Content) are owned by Sparrow and protected by copyright, trademark, and other laws of Canada, foreign countries, and international conventions. You acknowledge and agree that the Site, App, Services and Content (excluding Member Content), including all associated intellectual property rights, including copyrighted material, trademarks, service marks, logos, trade names, and any other proprietary designations and proprietary material are the exclusive property of Sparrow and its licensors. You will not use, remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, App, Services, or Content. You agree that you recognize our rights and the rights of third parties in their respective marks and intellectual property, and that except as expressly permitted herein, that you may not copy, use or otherwise exploit them.

You may only use the Site, App and Services for your personal use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify (except for your own Listing and Member Content), create derivative works of, publicly display (except on the Site and App), republish, download, store, or transmit any of the material on our Site or App, in any form or medium whatsoever except:

(a) your computer and browser may temporarily store or cache copies of materials being accessed and viewed; and

(b) if social media platforms are linked to certain Content then you may take such actions as our Site, App and such third-party social media platforms permit.

## Covid-19 Information and Waiver

Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, Sparrow cannot guarantee that Housemates and/or Hosts, or their guests, will not become infected with COVID-19.

### DUTY TO SELF-MONITOR:

You agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and report the same to anyone you live with in a Property.

### RELEASE AND WAIVER.

YOU HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST SPARROW AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "**RELEASED PARTIES**"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR



DAMAGE TO PROPERTY, WHICH YOU, YOUR HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREFTER ARISE FROM MY ROLE AS A HOST OR A HOUSEMATE OR ARISING OUT OF ANY LIVING ARRANGEMENTS OR A BOARDING AGREEMENT.

You acknowledge and understand the following:

1. Entering into a Living Arrangement includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. You knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. You hereby knowingly assume the risk of injury, harm and loss associated with your acting as a Housemate or Host or arising out of the Living Arrangement, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

By your acting as a Housemate or Host you acknowledge and assume all risks and dangers associated with entering into a Living Arrangement and you agree that the Released Parties will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your entering into such Living Arrangement (collectively, the **"Released Claims"**). BY ENTERING INTO LIVING ARRANGEMENTS YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

## Miscellaneous

### Entire Agreement & Severability

These Terms are the entire agreement between you and us with respect to the Services, including use of the Site and App and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

### Force Majeure

We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation, fires, floods earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war, acts of regulatory agencies, or national disasters.

### International Use



Sparrow makes no representation that content on the Site or App is directed for use in locations outside Canada. Should you access the Site, App, or Services from other geographical locations than Canada, you agree that you are doing so on your own initiative and that you alone are wholly responsible for compliance with local laws and regulations.

## **Assignment**

These Terms are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

## **Relationship**

These Terms do not create a joint venture, partnership, employment, or agency relationship between us and you.

If you choose to create a Sparrow Account on the Site or App, you understand and agree that your relationship with us is limited to being a Member and not our employee, agent, joint venture, or partner. You act exclusively on your own behalf and for your own benefit, and not on our behalf or for our benefit. We do not control, and have no right to control, your Sparrow Account (except in accordance with these Terms), your offline activities associated with the Listing, or any other matters related to any Listings. As a Member, you agree not to do anything to create a false impression that you are endorsed by, employed by, partnering with, or acting on behalf of or for the benefit of us, including by inappropriately using any of our intellectual property including terms, trademark, or branding.

Hosts are not permitted to represent themselves as our employees or that they have the ability to bind us in any act, promise, representation, or contract, or to bind us to perform any obligations to any third party.

## **Notices**

Unless otherwise specified in these Term of Service, all notices under these Terms delivered to Sparrow must be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to [help@sparrowshare.com](mailto:help@sparrowshare.com). Notices delivered by Sparrow may be delivered in any manner described above, or to you by SMS (text) message or to the email associated with your Sparrow Account.

## **No Waiver**

Our failure to enforce any part of these Terms shall not constitute a waiver of our right to later enforce that or any other part of these Terms. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with

these Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

## **Headings**

The section and paragraph headings in these Terms are for convenience only and shall not affect their interpretation.

## **Questions or Complaints**

Should you have any questions or concerns regarding our Terms, please contact us by email at [hello@sparrowshare.com](mailto:hello@sparrowshare.com) or by mail at the following address:

Sparrow Living Inc. Attn: Oren Singer, President & CEO PO Box 599 Toronto C M6J 3P6 Toronto ON