

New Home Access Agreement

KANVI HOMES INC. as Builder ("**Builder**"), has one or more completed homes in inventory ("**Inventory Home(s)**") for sale to potential homebuyers. As part of the buying process, under the terms of this New Home Access Agreement (the "**Agreement**") and using the UTour system (the "**UTour System**") of UTour Home Tours, LLC ("**UTour**"), you will be allowed to visit the Inventory Home(s) without being escorted by a representative of Builder. Builder will only permit your unescorted access to Inventory Home(s) if you agree to the terms listed below in this Agreement. By using the UTour System and entering into this Agreement, you represent, acknowledge, and agree that you are at least eighteen (18) years of age. You will be permitted to gain access to Inventory Home(s) by accepting these terms and conditions and by providing the information required by this Agreement, including photo identification and/or credit card information. Upon Builder's receipt of your acceptance of this Agreement, and your submission and the verification of the information and materials required herein, Builder will provide you with an access code (the "**Access Code**") to use to gain access to the Inventory Home(s). By your acceptance of this Agreement and submission of the required information, you will be permitted to gain access to the Inventory Home(s), only for the purposes of your viewing of the Inventory Home(s) in contemplation of purchasing a home from the Builder. Accordingly, you agree to the following terms and conditions, and such other terms, provisions and conditions as the Builder or UTour may impose, either on the UTour page of the Builder's website, the UTour homes portal or by one or more notices on site on the Inventory Home(s):

1. Upon your agreement to the terms, provisions and conditions of this Agreement, and your submission of the required information and the verification thereof, you will be given permission to access the Inventory Home(s) of the Builder on one or more selected sites or in one or more selected subdivisions, solely for the purposes of the orderly and lawful viewing and walkthrough of the Inventory Home(s) in contemplation of your purchase of a home from the Builder. This permission to access the Inventory Home(s) is given solely to you and is not transferable or assignable to any other party under any circumstances. This permission constitutes a "revocable license" to access the Inventory Home(s), meaning that you have "permission" to access the Inventory Home(s), which permission may be revoked by the Builder at any time without notice. Please remember that, in accessing and viewing the Inventory Home(s), you are the Builder's guest, are required to be present at the Inventory Home at all times during the revocable license and, at all times, you should conduct yourself in a safe, lawful, courteous and respectful manner, and in the same way in which you would request that others treat your property. This permission to access the Inventory Home(s) is given to you, your immediate family members and to one guest of your choosing. You shall not provide the Access Code to any other person. You, your immediate family members and your one guest (collectively, your "**Guests**") shall be allowed access to the Inventory Home(s) for a one-hour period during an

allocated time period. If your time period runs out and/or you would like to view the Inventory Home(s) again, you should reregister to obtain another Access Code pursuant to the terms of this Agreement. You will be considered a trespasser for any access into the Inventory Home(s) exceeding two hours or for any unauthorized re-entry. Builder shall be entitled to exercise all legal and equitable remedies for any such unauthorized visit.

2. Your use of the UTour System under this Agreement shall be at your sole risk, and you assume the full risk of loss or injury resulting from your entries into one or more of the Inventory Home(s). Also, you shall be liable for any injury, loss, damage or theft to any property or person ("**Loss**") that occurs during or as a result of your visit(s) to the Inventory Home(s). You agree that Builder may charge your credit card to cover any Loss that Builder incurs resulting from your visit to the Inventory Home(s) and you hereby authorize all such charges as they may occur. Further, you hereby agree to defend, indemnify and hold harmless the Builder and its subsidiaries and affiliates, and its respective directors, officers, employees, owners, operators, partners, members, shareholders, agents, consultants and representatives, from and against any claims, actions, causes of action and/or liabilities arising from or in any way related to any and all Loss or to your or your Guest's use of the UTour System and your or your Guest's entries into the Inventory Home(s). You also hereby agree to defend, indemnify and hold harmless UTour and its subsidiaries and affiliates, and its respective directors, officers, employees, owners, operators, partners, members, shareholders, agents, consultants and representatives, from and against any claims, actions, causes of action and/or liabilities arising from or in any way related to any and all Loss or to your or your Guest's use of the UTour System and your or your Guest's entries into the Inventory Home(s)
3. In consideration for access to the Inventory Homes, you assume all risks and all liability for yourself and your Guests that may occur as a result of your visit(s) to the Inventory Home(s). Builder and UTour assume no liability nor responsibility for any death, damages or injuries suffered by you or your Guests while visiting the Inventory Home(s), including but not limited to damages or injuries relating to exposure to any bacteria, virus or disease, including COVID-19 or in relation to the collection, use and disclosure of our personal information in accordance with the terms of this Agreement. You, for yourself and your Guests, release Builder and its affiliates and UTour and its affiliates of and from any and all present and future claims, damages, actions, liabilities and causes of action, that arise out of or in any way relate to any death, injury or property damage (including, but not limited to, personal injury and injury relating to exposure to any bacteria, virus or disease, including COVID-19) to you or your Guests while visiting the Inventory Home(s) and/or the neighborhood, subdivision or site in which the Inventory Home(s) is/are located, or for any charges to your credit card authorized by this Agreement (collectively, "**Customer Claims**"). To the maximum extent allowed by law, you, for yourself and your Guests, hereby release and waive (and are hereby estopped to assert) any and all claims to the contrary. You further agree to indemnify and hold

harmless Builder and UTour, and each of their respective affiliates, from any and all claims, losses, damages and/or costs (including, without limitation, attorney's fees and court costs on a solicitor client full indemnity basis) incurred by Builder, UTour, or any of their respective affiliates, as a result of any Customer Claims made, or attempted to be made by you and/or your Guests. All defenses to the aforesaid obligation by you and your Guests are hereby waived.

4. You understand and acknowledge that security cameras have been placed throughout certain Inventory Home(s) and you, for yourself and your Guests, consent to being recorded during the visit(s). These recordings will be the sole property of the Builder and may be used by the Builder for its business purposes as the Builder may determine in its sole discretion. Without limitation to the foregoing, you and your Guests shall have no rights or expectations of privacy with respect to these recordings, and understand that the Builder may disclose the same to third parties, including, but not limited to, law enforcement authorities in the event of any actual or suspected suspect or alleged criminal activity, malfeasance or misfeasance occurring during your visit(s) to the Inventory Home(s).
5. You understand and acknowledge that all voice interactions with Amazon Echo, Google Home, or any similar smart speaker technology in the Inventory Home(s) will be recorded and may be retained and analyzed by Builder to help personalize and improve services. Again, these recordings are the sole property of the Builder and may be used for its business purposes as it shall determine. Without limitation to the foregoing, you and your Guests shall have no rights or expectations of privacy with respect to these recordings, and understand that the Builder may disclose the same to third parties, including, but not limited to, law enforcement authorities in the event of any actual, suspected or alleged criminal activity, fraud, malfeasance or misfeasance occurring during your visit(s) to the Inventory Home(s).
6. You confirm to the Builder on behalf of yourself and your Guests that you have advised and informed your Guests of the video/security cameras and smart speaker technology located in certain Inventory Home(s) and that they may be video and voice recorded while attending at the Inventory Home(s). You further confirm with the Builder that all Guests have consented to the foregoing referenced video and voice recordings with you and you hereby indemnify the Builder (on a solicitor client full indemnity basis) for any liability resulting from the contrary.
7. In the event of any emergency call 911. If you need any non-emergency assistance during your visit(s) to the Inventory Home(s), you should immediately contact the Builder in accordance with the information posted at the Inventory Home(s). The Builder assumes no risk or responsibility for the actions of third parties in connection with your visit(s) to the Inventory Home(s). Without limitation to the foregoing, you understand that your visit(s) to the Inventory Home(s) is/are not supervised and may not be monitored in real time (although the Builder reserves

the right to monitor the same in real time) by the Builder, its agents, employees or contractors, or by UTour.

8. The collection, use and disclosure of personal information is controlled and protected by applicable legislation, including provincially, by the *Personal Information Protection Act* (Alberta), and federally, by the *Personal Information Protection and Electronic Documents Act*. By providing the information required for you to participate in the UTour System, you agree to the collection, use and disclosure of such information by the Builder as contemplated and/or intended by this Agreement, including, but not limited to, the use and/or disclosure of such information to verify your identity, to use and process your credit card and for the purpose of any current and future marketing, promotions and sales campaigns by the Builder. You hereby agree to pay to Builder and irrevocably authorize a charge to your credit card in the event of any loss, damage, injury or liability suffered by the Builder as described in this Agreement. Without limitation to the foregoing, you understand that the Builder may use third party companies and/or contractors and/or third-party systems and/or services, to verify your identity and/or verify and process your credit card. Accordingly, data and personal information shared through our website may be accessed by persons in our organizations or our third-party vendors and those who require access for the purposes of this Agreement. Any transmission of your data or personal information to our website is at your own risk. In the event of any legal proceedings brought or initiated and/or prosecuted in connection with this Agreement, you authorize the full use and release of your information as provided in this Agreement. Further, in the event of any need or reasonably perceived need to disclose your information to governmental agencies and/or law enforcement authorities in connection with the activities contemplated by this Agreement, the same are fully authorized irrevocably by you. Except for the purposes of the undertaking of the activities set forth in this Agreement and/or the enforcement of this Agreement, your information provided hereunder shall be maintained strictly confidential by the Builder and shall not be disclosed to third parties.
9. If you violate any of the provisions of this Agreement, or cause any damage, liability, claim or loss to the Builder, including its property, you will be in default under this Agreement. If you default under this Agreement, you will be responsible to the Builder for all costs, expenses, liabilities and/or losses arising therefrom, or in any way related thereto, including, but not limited to, reasonable attorney's fees incurred by the Builder. The Builder shall have all rights and remedies, at law, or in equity, in the event of your default and/or in the event of any other malfeasance or misfeasance by you or your Guests. You and the Builder mutually agree that any claim, controversy and/or dispute, of any kind or nature, arising under, or in any way related to this Agreement, and/or the activities contemplated by this Agreement, shall be resolved by binding arbitration in accordance with the rules of the *Arbitration Act* (Alberta) for abbreviated proceedings before a single arbitrator. Each party shall pay their own costs of arbitration; however, the arbitrator shall have the right to award a reimbursement of costs to the prevailing

party, including, but not limited to, solicitor client costs on a full indemnity basis. The award of the arbitrator shall be specifically enforceable in accordance with the rules and/or laws of the jurisdiction in which the Inventory Home(s) is/are located. This Agreement shall be governed in accordance with the laws of the province in which the Inventory Home(s) is/are located, without regard to the principals of conflicts of laws. Exclusive jurisdiction and venue for any legal proceedings shall be in the province where the Inventory Home(s) is/are located.

10. This Agreement shall be binding upon, and shall inure to the benefit of, the Builder and you, and the respective heirs, personal representatives, successors and permitted assigns of you and the Builder. You understand that you are not permitted to assign your rights or interests in this Agreement, your permission to view the Inventory Home(s) and/or your Access Code given pursuant to this Agreement to view the Inventory Home(s). The Builder shall have the right at any time to assign its interests in this Agreement to its affiliates and/or any successor to the Builder.
11. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and may not be altered or amended, except in writing, signed by the parties. Without limitation to the foregoing, the Builder is not responsible for or bound to any statements, representations and/or other communications which are not expressly set forth in this Agreement.
12. The information required from you by this Agreement is set forth in the application form which accompanies this Agreement. You should fully and truthfully complete the application form and download/provide any document, instrument, material and/or other item which is required to accompany the application form.
13. By your signature to this Agreement, either electronically or in person, and/or your consent provided to this Agreement, either electronically or in person, you hereby agree to be bound by all terms, provisions and conditions of this Agreement and authorize the Builder to charge your credit card all amounts that arise out of or in any way relate to any property damage or losses to the Inventory Home caused by you or your Guests while visiting the Inventory Home(s) and/or the neighborhood, subdivision or site in which the Inventory Home(s) is/are located. All of the terms, provisions and conditions of this Agreement shall survive your visit(s) to the Inventory Home(s) and shall remain binding and enforceable on you and the Builder, in accordance with the terms hereof.
14. The Inventory Home(s) that you tour may or may not be an accurate representation of the actual home that may be available for you to purchase. The UTour System is provided for informational and marketing purposes only, and you acknowledge and agree that each home may differ, and that any unit you may purchase or offer to purchase may appear different than the Inventory Home(s) you tour.
15. If you send, transmit, or provide any communications, comments, questions, suggestions, or related materials to the Builder or UTour, in any form (collectively "**Feedback**"), suggesting or recommending changes to the UTour System or the UTour site, including, without limitation, new features or functionality related thereto, all such Feedback is, and will be treated as, nonconfidential and non-

proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and UTour is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques or intellectual property or proprietary rights contained in the Feedback, for any purpose whatsoever. If such an assignment of Feedback is prohibited by law, you hereby grant UTour an exclusive, transferable, worldwide, royalty free fully paid-up license (including the right to sublicense) to use and exploit all Feedback as UTour may determine in its sole discretion. Notwithstanding the foregoing, you understand that the Builder and UTour are not obligated to use, display, reproduce, distribute, or otherwise acknowledge any Feedback.

Builder Client Acknowledgement, Consent and Agreement

In addition to the foregoing, I agree as follows:

This is a legally binding document. If not understood, please seek appropriate legal counsel.

For further clarity, this is a legally binding document and by electronically accepting the foregoing terms and conditions, I am hereby providing my meaningful consent to the collection, use and disclosure of my personal information including but not limited to the recording of both video and audio for the purposes set out above. If not understood, please seek appropriate legal counsel. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or licensee.

I agree to the home access license and understand that my information will be used by the Builder as described in the [Kanvi Homes Privacy Policy](#). For details on what personal information UTour collects and for what purposes, and your related privacy rights and how to exercise them, including how to exercise a “do not sell” opt-out, visit contact us at support@utourhomes.com or call 800-621-0592.

I agree that if I provide my phone number during UTour registration, I consent to receive autodialed text messages from and on behalf of the Builder and its affiliates, and UTour relating to UTour, at the phone number I provide. I further understand that consent to receive text messages is not required or a condition of any purchase and that message and data rate apply. I also agree that if I provide my email address during UTour registration, I am confirming that I would like to receive email from and on behalf of the Builder and its affiliates, and UTour relating to UTour, and as otherwise agreed to above in this Agreement. I agree that I will contact inquiries@kanvihomes.com to request removal of my contact information from any communication lists.