

## Terms and Conditions

PLEASE READ CAREFULLY AS THIS SLA CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS AS AN SUPPLIER OF MYKEY. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

Last Updated: December 12, 2018

**Background** This Service Level Agreement outlines your business relationship with MyKey Global Accommodations (herein referred to as “MyKey”) with offices in Saskatoon, Saskatchewan, Canada and Phoenix, Arizona, United States of America.

MyKey provides reservations, corporate accommodations, vetted supply, branded marketing, promotion, representation and online sales for providers of vetted accommodations including serviced apartments, apart-hotels, corporate housing and extended stay accommodations.

As a MyKey supplier, you are provided with unique login access to <https://mykey.com> and benefit from the services provided by MyKey in accordance with the terms of this agreement.

### Goals and objectives

The purpose of this Agreement is to ensure mutual and fair commitments are in place to provide consistent service, support, and delivery to MyKey’s Key Clients in collaboration globally.

### Interpretation

The following definitions and rules of interpretation apply in this agreement.

*Key Client:* any company, firm, person or organization who rents a Property on its own behalf or on behalf of others.

*Property:* any apartment, apart-hotel, corporate housing or property directly and exclusively managed by the Supplier and offered for rent through MyKey.

*Services:* the services to be provided by MyKey under this agreement as defined under MyKey Obligations, together with any other services which MyKey provides or agrees to provide to the Supplier.

### Commencement and Duration

MyKey shall provide the Services to the Supplier based on the terms and conditions of this agreement.

The agreement shall be deemed to have commenced when the Supplier has signed/agreed to the agreement or whichever is sooner, accesses the site using their unique login credentials provided by MyKey. The agreement shall continue unless terminated by either party, giving to the other not less than 30 days’ written notice.

### MasterKey Obligations

In support of our Supplier’s continued success, MyKey agrees to:

- provide a unique user ID and login to access the secure online technology platform 24/7/365;
- not charge the Supplier’s a monthly fee;
- not compete with the Supplier on a local level;
- communicate and honor Supplier’s Terms & Conditions as defined in account profile and property listings;

- represent Supplier in a professional manner, respecting all matters in confidence and trust;
- provide 24/7 telephone support via toll-free and international numbers listed on site;
- provide a dedicated resource at MyKey to support the Supplier's use of the platform;
- facilitate email communication between Supplier and Key Client, ensuring a clear and efficient transfer of information at all times;
- provide planned or emergency onsite assistance (travel costs may apply);
- provide metrics to Supplier related to business intelligence and growth opportunities;
- manage both the administrative and payment processing tasks related to all transactions for services provided, at the agreed cost;
- process payment to the Supplier within 30 days, for all services provided;
- be available to support when resolving a service related incident or request;
- provide financial reports and other metrics on Supplier's MyKey dashboard or during the periodic review;
- provide a Referral Incentive Program to enable cross-selling with other suppliers globally through the MyKey Platform;
- provide ongoing opportunities for Supplier to participate in Certification/RFP/RFI/Tenders/Proposals and Opportunities;
- attend various Tradeshows, Conferences, Exhibitions, Events, Networking opportunities and Industry-specific Trade fairs globally to promote the Supplier's properties and brand.

### Alliance Member Obligations

The Alliance Member shall:

- read and agree to MyKey's [Privacy Policy](#), [Terms of Use](#) and [Cancellation Policy](#) and in the event of a conflict, understand that the Service Level Agreement takes precedence;
- exclusively manage the properties listed and have the lawful authority to list the property for rent and manage the rental on behalf of the owner and in doing so are in compliance with all applicable laws, rules, regulations, by-laws and contractual agreements;
- agree to be responsible for all users given access to the online Website and Service on behalf of your company;
- co-operate with MyKey in all matters relating to the Services;
- comply with the requirements in Schedule 1 as amended by MyKey from time to time to include ensuring any Property offered for rent is insured in respect of any third-party claims;
- provide access to data and such other information as reasonably required by MyKey for the performance of the Services and ensure that it is accurate in all material respects;
- authorize MyKey to remarket active property listings to accelerate awareness and drive conversion;
- be responsible for ensuring that the Property and contents comply with all applicable laws;
- ensure that appliances in Property(s) are in good working order and comply with all applicable safety standards;
- upon request, make available for inspection by MyKey, the originals and supply copies of all and any current insurance certificates, fire test and risk assessment reports or any other certificates required by statute;
- provide MyKey with 24/7 emergency contact information and notify MyKey of any changes to this info;
- confirm preferred method(s) of payment along with any additional transaction charges;
- provide a standard welcome pack for guests, at a minimum, comprising of an initial supply of coffee/tea, bathroom tissue, toiletries, dish and laundry soap.

### Schedule 1.

Key Performance Indicator(KPI)	Description	Measurement	Score
Booking	Within 4 business hours following receipt of booking	MyKey	100%

Confirmation	confirmation from MyKey. Further Confirmation to be sent within 7-10 days prior to guest arrival.	Platform	
Communication	All communication with MyKey must be performed on a timely basis and to the satisfaction of the initiating Key Client.	MyKey Platform	>95%
Customer Satisfaction	Overall performance of service provision must meet client expectation.	Guest Feedback	>95%
Invoice Accuracy	All invoices are presented with all required detail and it alignment with original quote and any additional charges agreed prior to invoicing.	Invoice audit	<2% error rate
Property Availability at require price point	Properties offered at the time of pricing to be available for selection upon booking confirmation (provided booked within specified hold period).	MyKey Platform	100%
Complaint Response & Resolution	All service complaints to be acknowledged in writing within 1 working day of receipt. All service complaints to be resolved within time frame agreed with Client.	Client Feedback	>95%
Pest Infestation Complaints	Any complaints relating to pest infestation must be attended to and an action for resolution agreed within one working day.	Guest Feedback	100%

If MyKey's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Supplier, MyKey shall not be liable for any costs, charges or losses sustained or incurred by the Supplier that arise directly or indirectly from such prevention or delay.

The Supplier shall not, without the prior written consent of MyKey, at any time from the date of this agreement to the expiry of 12 months after the termination of this agreement, solicit or entice away from MyKey or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of MyKey in the provision of the Services.

### Rates

The Supplier agrees to the following commitments to MyKey Customers when quoting rates:

- Quote and honor NET rates to MyKey Key Client (equal to at least 10% less than what would be quoted to the client directly), or RACK rates and agree to be paid a commission of 10% or greater to MyKey;
- When marketing a location and unit type capability, provide a starting rate which communicates the lowest possible rate that might apply (based on seasonality, square footage, occupancy and other variables);
- When agreeing to a specific reservation request, honor a rate which is within reasonable range of the starting rate initially marketed;
- Within all quotes, communicate upfront, all applicable charges (tax, parking, pet or cleaning fees etc.).

### Cancellations

The Supplier agrees to commit to a reservation guarantee. Specifically, reservations confirmed by the Supplier to Key Clients must be honored. If a cancellation is unavoidable, the Supplier agrees to relocate the guest to a comparable property, bearing any additional related expense.

## **Extensions and reductions**

Should the Key Client or Guest contact the Supplier directly to extend or reduce the booking, the Supplier must notify MyKey immediately, either via the platform, email or telephone.

## **Referral Incentive Program**

Once logged in, the Supplier will have the ability to Refer a Client to MyKey. By doing so, the Supplier acknowledges MyKey will contact the Client to invite them to become a Key Client of MyKey which will provide the Client with a secure and personal login access to the source and secure accommodations globally.

MyKey, upon contacting the Client, will disclose the name of the Supplier as the referral source. Should either MyKey or the Client, for any reason whatsoever, decline the set-up of the Key Client Account, the Supplier will be notified.

All booked and paid transactions referred by the Supplier for any Client introduced to MyKey via the Refer a Client function within the Supplier's dashboard, will be visible to the Supplier on their Referral Report. The Referral Report is updated real-time as bookings are made by the Key Client and can be accessed by the Supplier from their personal dashboard.

The total Incentive Payout to the Referral Source Supplier is equal to 2.5% of the Client Rate Paid. At the discretion of MyKey, the incentive payout percentage may be increased according to the volume of revenue referred by the Supplier.

Referral Incentive Payouts to the Supplier are paid quarterly according to the Supplier's preferred method of payment.

## **Confidentiality and property**

The Supplier undertakes that it shall not at any time during this agreement, and at any time after its termination, disclose to any person, technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by MyKey, its employees, agents, consultants or subcontractors and any other confidential information concerning MyKey's business or its products which the Supplier may obtain.

The Supplier may disclose MyKey's confidential information to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply as described herein; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. The Supplier shall not use MyKey's confidential information for any purpose other than to perform its obligations under this agreement.

All materials, documents, drawings, specifications and data supplied by MyKey to the Supplier shall, at all times, be and remain as between MyKey and the Supplier the exclusive property of MyKey, but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to MyKey, and shall not be disposed of or used other than in accordance with MyKey's written instructions or authorization.

## **Intellectual property**

Any intellectual property rights in any material originally supplied by MyKey shall remain the property of MyKey.

The Supplier may not use or reproduce in any form any materials supplied by MyKey without written consent; to the extent that MyKey supplies the Supplier with any original copyright or other protected material MyKey grants a license to the Supplier to publish, reproduce, adapt and otherwise use solely for the purpose of this agreement but not otherwise.

At the termination of this agreement any material prepared by MyKey, whether the subject of copyright or not, shall remain MyKey's property and shall not be used by the Supplier.

### **Limitation of liability**

Nothing in this agreement limits or excludes MyKey's liability for (a) death or personal injury caused by its negligence; and (b) fraud or fraudulent misrepresentation.

MyKey shall not be liable to the Supplier, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of or damage to goodwill; (f) loss of use or corruption of software, data or information; (g) any indirect or consequential loss.

MyKey's total liability to the Supplier, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to, the equivalent of the total fees paid by the Supplier to MyKey in any 12 (twelve) month period.

The parties recognize that the nature of websites is that complete continuity of access cannot be guaranteed.

MyKey shall be under no obligation to restrict or limit the type or number of Suppliers.

### **Data protection**

The Supplier acknowledges and agrees that details of the Supplier's name, address, and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of MyKey in connection with the Services.

### **Termination**

Notwithstanding the provisions described herein and without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so or such other longer period as may be agreed;
- the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

The right to terminate without prejudice to any other rights the parties might have at law to terminate the Engagement or to accept any breach of this agreement as having brought the agreement to an end. Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of these rights.

Consequences of termination. On termination or expiry of this agreement:

- the Supplier shall return all of MyKey's property and documentation;
- the Supplier shall not hold itself out as being in any way connected with MyKey.

Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

### **Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

### **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or

restrict the further exercise of that or any other right or remedy.

### **Severance**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

### **Entire Agreement**

These Terms constitute the entire and exclusive understanding and agreement between MyKey and you regarding the Site, Application, Services, Collective Content, and any bookings or Listings of Accommodations made via the Site, Application, and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between MyKey and you regarding bookings or exclusive marketing listings of Accommodations, the Site, Application, Services, and Collective Content.

### **Third party rights**

No one other than a party to this agreement shall have any right to enforce any of its terms.

### **Notices**

A notice given to a party under this agreement shall be in writing in the English language and signed by or on behalf of the party giving it. It shall be delivered by hand or sent to the party at the address given in this agreement or as otherwise notified in writing to the other party.

Any such notice shall be deemed to have been received:

- if delivered by hand, at the time the notice is left at the address or given to the addressee;
- in the case of pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; or;
- in the case of pre-paid airmail, 9.00 am on the fifth business day after posting or at the time recorded by the delivery service;
- in the case of email, at the time of receipt.

### **Governing law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Saskatchewan, Canada.

### **Jurisdiction**

Each party irrevocably agrees that the courts of Saskatchewan, Canada shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

### **Contacting MyKey**

If you have any questions related to the Service Level Agreement, please contact:

#### **By Mail:**

Global Alliance Manager  
MasterKey Alliance Inc.  
202 - 402 21st Street East  
Saskatoon, SK S7K 0C3  
Canada

**By fax:** (306) 934.3134

**By email:** [globalalliancemanager@mykey.com](mailto:globalalliancemanager@mykey.com)

This contact information is only for questions pertaining to our Service Level Agreement. Contact

information for other matters is available at <https://mykey.com/contact-us>