CONSENT, WAIVER AND RELEASE

I. Background re StayWell Program

StayWell Suites Charity ("StayWell") works with temporary housing service providers ("Temporary Housing Providers") to provide temporary housing solutions ("Temporary Housing") on a subsidized or free basis to those in need of same (the "Program"). Examples of Temporary Housing Providers include professional furnished apartment management companies, hotels and other temporary accommodations providers. Though StayWell works with Temporary Housing Providers as part of the Program, <u>StayWell and each of the Temporary Housing Providers are independent entities and are neither partners nor agents of each other.</u>

As part of the Program, StayWell will be the first point of contact for individuals who are interested in Temporary Housing ("**Candidates**"). StayWell will collect information from Candidates regarding their Temporary Housing needs and subsequently liaise with Temporary Housing Providers to determine available Temporary Housing compatible with the needs of such Candidates. **II. Consent re Personal Information**

StayWell values your privacy and will collect, use and disclose your Personal Information (defined below) only in accordance with applicable laws. By submitting Personal Information through our website, the user ("**you**", "**my**" or "**me**") hereby authorizes StayWell to:

- collect and use my personal information, specifically, my name, email address, telephone number and other identifiable information provided by me through the website (collectively, "**Personal Information**"), for the purposes of:
 - o confirming eligibility for the Program; and
 - o providing me with information regarding the Program, and promoting its products and services; and
- disclose my Personal Information to Temporary Housing Providers for the purposes of:
 - o confirming the availability of Temporary Housing that matches my needs; and
 - o contacting me regarding Temporary Housing.
- We may store or process your personal information in our offices in Canada, or provide to our service providers who may be located in the United States (U.S.) to do so. While your personal information is in the U.S., it is subject to U.S. laws, and may be subject to disclosure to the governments, courts or law enforcement or regulatory agencies in the U.S., pursuant to applicable laws.

If you have any questions about this consent, or to withdraw your consent (in whole or in part), contact StayWell: by email at <info@staywell.ca> with the subject line: "PRIVACY INQUIRY".

III. Waiver and Release

I hereby acknowledge and agree as follows:

- while StayWell makes reasonable efforts to assess the reputation of Temporary Housing Providers, StayWell:
 - is independent of each of the Temporary Housing Providers and there is no relationship of partnership or agency between StayWell and any of the Temporary Housing Providers, and disclaims all liability in respect of the Temporary Housing Providers;
 - does <u>not</u> provide any guarantee in respect of the Temporary Housing (including, for example, its suitability, cleanliness, or state of repair) or any other products or services offered or given by Temporary Housing Providers, any disclaims all liability in respect thereof; and o does <u>not</u> directly manage or oversee any Temporary Housing, nor provide any services related to the Temporary Housing (other than the Program), and disclaims all liability in respect thereof;

- you are strongly encouraged to do your own due diligence and evaluations before making any legal or financial commitments in respect of Temporary Housing or to a Temporary Housing Provider; and
- that in consideration of my involvement in the Program, to waive and release StayWell and its directors, officers, employees, consultants, contractors, volunteers and agents (collectively, the "**Released Parties**") from all actions, claims, demands and liability of any kind whether arising at common law or in equity, by contract, by tort or under any statute, in any way related to the Program, the Temporary Housing or any products or services received or to be received from any Temporary Housing Provider (collectively, "Claims").