

Landlord Express Application

Terms and Conditions of Service

These terms and conditions of service for Landlord Express (“LLX”) and are agreed to by and between Manitoba Hydro (“MH”) and the Applicant noted on the attached Application (the “Landlord”) with effect from the date the Application is executed by MH above (the “Service Agreement”).

1. Recitals

- 1.1 MH has a secure on-line application for landlords and property managers of rental property to provide and access information related to the transfer of responsibility for the payment of electric and natural gas utility bills (LLX).
- 1.2 The Landlord desires access to LLX and MH has agreed to grant the Landlord access on the terms and conditions contained herein.

2. Representations of the Landlord

2.1 The Landlord hereby represents and warrants to MH as follows, and acknowledges that MH enters into this Service Agreement in reliance on these representations and warranties:

- (a) that the Landlord is the sole owner, or has been duly authorized by the sole owner to act as property manager or managing agent, of the properties listed on the attached Application, and any other properties that may be added from time to time by the Landlord, which properties are individually metered by tenant (the “Properties”).
- (b) that the information provided by the Landlord is correct, complete and accurate.

3. Terms and Conditions of Service

3.1 MH and the Landlord hereby agree as follows:

- (a) When any particular electric or natural gas account is not in the name of a tenant at one of the Properties, it shall be transferred to the name of the Landlord and the Landlord shall be responsible for payment of any charges by MH, in the amount and on the terms outlined in the bills sent by MH to the Landlord, regardless of whether the Landlord is unaware of the transfer of the account and/or the move/disconnect by the tenant.
- (b) The Landlord agrees to provide correct, complete and accurate information as required for the function of LLX and to update such information in a prompt manner to ensure that it is correct, complete and accurate at all times. The Landlord agrees they shall not use, or attempt to use, LLX to submit or access any personal or private information relating to tenants without the requisite authorization from the applicable tenant.
- (c) The Landlord acknowledges that MH may at any time require proof of ownership, or proof of authorization to act as property manager or managing agent from the owner, of the Properties and the Landlord agrees to promptly provide such proof.
- (d) If any of the Properties are sold or transferred, or the Landlord is at any time for any reason whatsoever no longer authorized to act as property manager or managing agent with respect to any of the Properties, the Landlord shall immediately notify MH and such Properties shall be removed from LLX. In no event and at no time, shall the Landlord act or access information or submit information with respect to Properties for which the Landlord does not own, or is not authorized to act in respect of.
- (e) LLX will be accessible only by a secure username and password that will be issued to the Landlord following acceptance by MH of the Landlord’s application and execution by MH of this Service Agreement. The Landlord shall be solely responsible for maintaining the confidentiality of any usernames or passwords or other access related information and for any activities or information input or update that occurs under the Landlord’s username or password. The Landlord shall immediately notify MH if they become aware of any unauthorized use of their username or password.
- (f) LLX and all contents thereof, including, but not limited to, all text, images, data and other information are owned and protected intellectual property of MH. Except as expressly provided for in (h) below, nothing herein or within LLX shall be construed as granting any license of any of the intellectual property rights of MH, whether by implication, waiver, estoppel or otherwise and the Landlord is expressly prohibited from using any of the intellectual property related to LLX without the prior written consent of MH.
- (g) The Landlord shall use LLX only for the purposes authorized herein. The Landlord is granted a non-transferable limited license to use (display or print) short extracts of the content of LLX for the Landlord’s information purposes only. Any other use of LLX or its content is prohibited. The Landlord shall not market, commercially exploit, reproduce, copy, download, derivatize, modify or distribute LLX or any content of LLX, in whole or in part. The Landlord further agrees not to adapt, translate, modify, decompile, disassemble, or reverse engineer any software, applications or programs used in connection with LLX.
- (h) Either MH or the Landlord may terminate this Service Agreement upon three (3) business days written notice to the other. Notice to MH shall be given at: Manitoba Hydro, Landlord Express, 360 Portage Avenue, Winnipeg MB R3C 0G8. Notice to the Landlord shall be given at the address noted in the attached Application. Termination of this Service Agreement shall not affect the obligations arising prior to such terminations, and Sections 3.1(a),(e),(f),(g),(j),(k),(l),(m),(n), 4.1 of this Service Agreement shall survive any termination.
- (i) MH reserves the right to terminate the Landlord’s access to LLX and/or terminate this Service Agreement at any time with or without notice if MH determines, in its sole discretion and judgment, acting reasonably, that the Landlord has failed to meet any of its obligations under this Service Agreement, including with respect

to accuracy of information or the violation of any applicable law or regulation or MH’s Privacy and Security Statement.

- (j) The Landlord agrees that MH and its affiliates, officers, directors, employees and agents shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages, including, without limitation, for any loss of use, lost data, lost business profits, business interruption, personal injury or property damage, suffered or incurred, directly or indirectly by the Landlord arising out of or in any way connected with LLX or any malfunction, delay or disruption of MH’s electronic network, or the Internet or other telecommunication connection or service, or any software, information or documents contained in or accessed through LLX, or for any violation of law or breach of this Service Agreement by the Landlord even if MH has been advised of the possibility of such damages, whether based in contract, tort (including negligence), equity, strict liability or otherwise.
 - (k) The Landlord agrees to defend, indemnify and hold harmless MH, its affiliates, directors, officers, employees and agents, from and against any and all losses, costs, damages and expenses, including reasonable legal fees, suffered or incurred by MH from or related to the Landlord’s violation of this Service Agreement or the Landlord’s use of LLX.
 - (l) MH reserves the right to suspend, discontinue, terminate or modify any aspect of LLX and/or the Landlord’s access or use thereof at any time for any reason whatsoever with or without notice to the Landlord. MH further reserves the right to refuse to post and the right to remove any information or materials, in whole or in part, that MH deems, in its sole discretion, to be inappropriate, unlawful or in violation of this Service Agreement. If the Landlord is dissatisfied with LLX, or with any terms, conditions, rules, policies, or practices of MH in operating LLX, the Landlord’s sole and exclusive remedy is to discontinue using LLX.
 - (m) LLX is provided solely on an “as is” and “as available” basis. The Landlord’s use of LLX is at the Landlord’s sole risk. No warranty is given that LLX is or will be error-free, free of viruses or other harmful or destructive properties or components, or uninterrupted. MH is not responsible for transmission errors in corruption of, or the security of content carried over telecommunication carriers’ or other providers’ facilities. MH expressly disclaims any and all warranties, representations and conditions regarding the content and any use of LLX, including all implied warranties or conditions or merchantability, quality, accuracy, completeness, currency, non-infringement or fitness for a particular purpose.
 - (n) The Landlord agrees that in accessing or using LLX or submitting any information or materials to MH the Landlord shall: (i) act in compliance with all applicable laws and regulations, including but not limited to laws and regulations related to privacy; (ii) not attempt to damage, modify, alter or deface any part of LLX; (iii) not post, transmit, link to or otherwise distribute any information or software which contains a virus, or other harmful or disruptive, property or component that may adversely affect any computer systems or programs or LLX; (iv) not post, transmit, link to or otherwise distribute any inappropriate, defamatory, indecent or unlawful material or information; and (v) not impersonate or falsely represent an association with any person. The Landlord has sole responsibility for the maintenance, protection and recovery of its computer system and must take reasonable and appropriate precautions to ensure that any computer system used to access LLX is secure and free of viruses or other harmful or destructive properties or components.
- ### 4. General
- 4.1 Neither the Landlord nor MH intends to confer on the other any form of agency or other right to bind the party in any manner, nor to form any partnership, joint venture or other business or legal relationship.
 - 4.2 This Service Agreement is the complete and exclusive statement of the agreement between MH and the Landlord as to the matters set forth herein. An amendment to this Service Agreement shall only be effective if in writing and executed by both the Landlord and MH.
 - 4.3 Failure or delay by MH to enforce the provisions of this agreement or MH’s rights or remedies at any time will not be construed to be a waiver of MH’s rights under this agreement and will not prejudice MH’s right to take subsequent action.
 - 4.4 If any provision in this Service Agreement is illegal, invalid or unenforceable at law, it shall be deemed to be severed from this agreement and the remaining provisions shall continue in full force and effect.
 - 4.5 The laws of the Province of Manitoba and the laws of Canada applicable therein shall govern as to the interpretation, validity and effect of this agreement, notwithstanding any conflict of laws provisions or the domicile, residence or physical location of the Landlord. The Landlord hereby consents and submits to the exclusive jurisdiction of the courts of the Province of Manitoba in any action or proceeding instituted in relation to this agreement.
 - 4.6 The Landlord may not assign this Service Agreement or any of the rights or obligations hereunder to any person or party without the prior written consent of MH.
 - 4.7 This Service Agreement is not for the benefit of any person other than the Landlord and MH and no other person may claim a right against MH or the Landlord by virtue of this Service Agreement.