

TERMS AND CONDITIONS

Version 3.1

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Owni.ai (collectively, "Owni.ai", "we", "us", or "our") invites you ("you", "your", and "user") to access and use our website (<https://owni.ai/>) and our mobile application (the "App").

Our web based services, along with our mobile applications services are subject to the following terms and conditions (the "Terms of Use" or "Terms"), which may be updated by us from time to time. Unless stated otherwise, any new features, updates, or enhancement to the current service shall be subject to these Terms in addition to any terms and conditions applicable to particular services. You are responsible for regularly reviewing these Terms and any applicable changes. Continued use of the Service after any changes take effect will constitute your acceptance of such changes.

Whether using the Service as an individual or on behalf of an organization, you acknowledge that our agreements contained in these Terms are supported by reasonable and valuable consideration, including, without limitation, your ability to visit, use, submit information to, or receive information from the Service, the receipt and adequacy of which is hereby acknowledged by you individually and on behalf of any organization you represent. You also represent that you have the capacity to be bound by our agreements contained in these Terms, or if you are acting on behalf of a company or other entity, you have the authority to bind such company or entity.

BY BROWSING, ACCESSING, OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO ANY OF THE TERMS, THEN PLEASE DO NOT USE OR ACCESS THE SERVICE OR ANY PORTION THEREOF. THE SECTIONS BELOW TITLED "BINDING ARBITRATION" AND "CLASS ACTION WAIVER" CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

1. Introduction

Welcome to Owni.ai, a mobile application designed to assist real estate investors in finding potential co-investors. By accessing or using the App, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please refrain from using the App.

2. Eligibility

Users must be at least 18 years old to use the App. By agreeing to these terms, you confirm that you meet this requirement.

3. User responsibilities

You are responsible for maintaining the confidentiality of your account credentials and are reliable for all activities conducted under your account.

4. Use of the App

The App is provided for informational purposes only and does not constitute financial, legal, tax, or real estate advice. Users agree not to misuse the App, including but not limited to: unauthorized access or attempts to breach system security; reverse engineering or decompiling the App; using automated scripts or bots; creating multiple accounts; sharing access credentials; uploading malicious code or content; scraping or bulk downloading data; interfering with other users' access; manipulating or falsifying data; using the App for illegal activities or money laundering; infringing on intellectual property rights; harassing other users or sharing inappropriate content; attempting to manipulate market data or property valuations; using the App for commercial purposes without authorization; or exploiting any technical vulnerabilities. Any violation of these terms may result in immediate account termination and potential legal action. We reserve the right to monitor usage and investigate suspicious activities to maintain platform integrity.

5. Privacy and Data Collection

- a. **Type of data collected:** The App collects personal information, such as name, email address, as well as data related to property investment processes.
- b. **Data Sharing:** User data will not be shared with third parties without explicit consent, except as required by law. Property-related information entered into the App may be stored in external servers managed by third-party providers.
- c. **Data Usage:** User personal information will be used to provide and improve App functionality and aggregated data may be anonymized for analytical purposes.

6. Intellectual Property

All content, trademarks, and intellectual property within the App are owned by Owni.ai and are protected by intellectual property laws. Users are granted a limited, non-transferable license to use the App for personal or business purposes related to real real estate investment.

7. Potential Risks and Liability

- a. **Investment Risks:** Owni.ai ("Owni.ai", "we", "us", or "our") does not guarantee any specific investment outcomes, returns, or profits. Past performance does not indicate future results. Any financial decisions you make based on our services are at your sole discretion and risk. We are not liable for any financial losses, damages, or negative consequences resulting from your investment decisions, market conditions, or use of our services.
- b. **Partnership Risks:** Owni.ai shall not be held liable or responsible for any risks, losses, damages, or legal issues arising from co-investment

relationships formed through our platform. This includes, but is not limited to, partner disputes over investment decisions, timing, profit distribution, or exit strategies; partner insolvency, bankruptcy, death, incapacity, or withdrawal; unequal capital contributions; partnership agreement disputes; tax implications; regulatory compliance issues; cross-border legal complications; account access disputes; and partnership dissolution matters. Users acknowledge that co-investing carries inherent risks beyond individual investing, and they assume full responsibility for establishing appropriate legal agreements, conducting due diligence on potential partners, and seeking qualified legal counsel regarding co-investment structures. While we provide the platform for co-investment opportunities, all decisions, agreements, and resulting consequences remain the sole responsibility of the participating parties. Any partnerships or co-investment relationships formed through our platform are independent arrangements between users, and Owni.ai bears no responsibility for their outcomes or management.

Additionally, you acknowledge that using our platform may expose you to content, users, or information that could be inaccurate, offensive, or fraudulent. Although we conduct a background verification of our users, we do not guarantee the accuracy of user-provided information or the legitimacy of investment opportunities shared between users. The decision to engage with other users or act on any information shared through our platform is solely your responsibility.

- c. **Technological Risks:** Owni.ai is not liable for any losses, damages, or consequences arising from: incorrect data input, calculation errors, or misinterpretation of data by users; investment decisions based on platform information or analytics; system downtime, delays, or service interruptions; software bugs, glitches, or malfunctions; data loss, corruption, or synchronization issues; API failures or third-party integration problems; cybersecurity incidents, unauthorized access, or data breaches; compatibility issues with user devices or browsers; network connectivity problems; backup failures; algorithm errors or automated process malfunctions; display errors in property valuations, market analyses, or financial calculations; and any technical limitations or failures beyond our reasonable control. While we implement industry-standard security measures and regular maintenance, we cannot guarantee uninterrupted, error-free service or the absolute security of data transmitted through our platform. Users acknowledge that technology-dependent services carry inherent risks and agree to maintain appropriate backups of their critical information.

8. User Privacy

When entering sensitive property or financial data, users should ensure they are connected to a secure network. You acknowledge and agree that your use of unsecured browsers, public Wi-Fi networks, or other unsecured connections to access our services is entirely at your own risk. We are not liable for any data

breaches, information theft, unauthorized access, or other security incidents that may occur as a result of your use of unsecured connections or devices. While we implement reasonable security measures on our end, we cannot guarantee the security of data transmission over the Internet or third-party networks outside our control. You are responsible for ensuring your connection methods meet appropriate security standards to protect your information.

Users must independently verify compliance with all laws, including data privacy laws like PIPEDA, where applicable.

9. Termination

Owni.ai reserves the right to suspend or terminate user accounts for violation of these terms. Users may terminate their account at any time through the App. By deleting your account, you acknowledge that all your previously submitted information, historical conversations, and data will be permanently removed from our systems. However, this deletion does not retroactively void or invalidate any prior legal agreements, transactions, or terms you accepted while using our service. Any obligations or liabilities that accrued before account deletion will remain in effect. If you proceed with account deletion, you will no longer have access to any of your account information or history.

10. Governing Law

These Terms are governed by and interpreted in accordance with the laws of Quebec, Canada, including but not limited to the Civil Code of Quebec and the Quebec Charter of Human Rights and Freedoms. Any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or validity thereof, shall be submitted to the exclusive jurisdiction of the courts of Quebec, Canada. The proceedings shall be conducted in French or English, at the plaintiff's discretion, in accordance with the Charter of the French Language.

11. Changes to the terms

Owni.ai reserves the right to modify these terms at any time. Users will be notified of significant changes via email or through the App.

12. Contact Information

For any questions or concerns, please contact us at lin@linsok.ca