



# Terms of Service

## **TERMS OF SERVICE**

The following text outlines the terms of use of the DealTap product. Before using any of DealTap products, you are required to first read, understand and agree to these terms.

## PREFACE

These Terms of Service, which are incorporated in and form part of the Service Plan between You and DealTap Group Inc., govern all Access and use of the DealTap Platform, Website and Services. The Services are offered to You subject to Your agreement and acceptance, without limitation, of the Service Plan, these Terms of Service and all other operating rules, policies (including DealTap's Privacy Policy at [www.DealTap.ca/privacy](http://www.DealTap.ca/privacy)), and any future modifications and procedures that may be implemented from time to time by DealTap Group Inc. in accordance with these Terms of Service (collectively the "Agreement"). A DealTap account can only be activated by a registered member of the Ontario Real Estate Association whom is in good standing with the Ontario Real Estate Association. If You are entering into the Agreement and using the Services on behalf of a real estate brokerage or corporate organization, You are agreeing to these Terms of Service for that company or organization and representing that You have the legal authority to bind that company or organization. In that case, "You" and "Your" will refer to both you as an individual and to that organization.

DealTap provides an environment to enable, facilitate and deliver transactional documents only. DealTap is not in any manner whatsoever responsible or liable for any part of the underlying transaction or the accuracy, legitimacy, completeness or legality of any documents, files or other information you may access through the DealTap platform and services, including without limitation, the accuracy, reliability, suitability, merchantability and non-infringement of the OREA forms.

These Terms of Service, which are incorporated in and form part of the Service Plan between You and DealTap Group Inc., govern all Access and use of the DealTap Platform, Website and Services. The Services are offered to You subject to Your agreement and acceptance, without limitation, of the Service Plan, these Terms of Service and all other operating rules, policies (including DealTap's Privacy Policy at [www.DealTap.ca/privacy](http://www.DealTap.ca/privacy)), and any future modifications and procedures that may be implemented from time to time by DealTap Group Inc. in accordance with these Terms of Service (collectively the "Agreement"). A DealTap account can only be activated by a registered member of the Ontario Real Estate Association whom is in good standing with the Ontario Real Estate Association. If You are entering into the Agreement and using the Services on behalf of a real estate brokerage or corporate organization, You are agreeing to these Terms of Service for that company or organization and representing that You have the legal authority to bind that company or organization. In that case, "You" and "Your" will refer to both you as an individual and to that organization.

## 1 DEFINITIONS

For the purposes of the Agreement (including but not limited to the paragraphs above), the following terms shall have the following meanings:

- 1.1 "Access" means the ability to enter the DealTap system via a personal computer, mobile or other device online as made available by the DealTap Platform;
- 1.2 "Account" means the central means for Access and use of the DealTap Platform and Services, subject to the License Fee as more particularly described in the Agreement;
- 1.3 "Agreement" means the Service Plan between the Client and DealTap Group Inc. and these Terms of Service, which together shall be deemed to constitute the entire Agreement between the Client, Collaborators and DealTap Group Inc.;
- 1.4 "Applicable Law" means any and all applicable laws including all federal, provincial and municipal laws, statutes, rules, regulations, by-laws, judgments, orders, decisions, rulings or awards, policies, guidelines, and general principles of common and civil law and equity, binding on or affecting the person or matter(s) referred to in the context in which the word is used;

- 1.5 “Business Day” means any day other than a Saturday, Sunday or a mandatory statutory holiday observed in Toronto, Ontario, Canada;
- 1.6 “Client” means a natural or legal person whom is an OREA Member and whom has entered into the Agreement with DealTap Group Inc.;
- 1.7 “Client Content” means all content, information and data associated with and belonging to a Client, which has been uploaded, produced, provided, used, entered added, and/or incorporated into the OREA Forms by a Client, jointly or severally with Collaborators (in whole or in part), for the purposes of completing a Transaction;
- 1.8 “Collaborators” means all other Persons involved in a Transaction, other than the Client, whom are granted access to the DealTap Platform by Client for the sole purpose of negotiating, participating in and/or completing a Transaction, including without limitation, buyers, sellers, other agents, mortgage brokers and legal counsel;
- 1.9 “Compiled Forms” means a combination of the OREA Forms and Client Content as compiled and completed by a Client, jointly or severally with Collaborators (in whole or in part), during a Transaction.
- 1.10 “Confidential Information” means, but is not limited to, any information, knowhow, data, copyright, trade secret, intellectual property, process, technical expertise, program, design, formula, financial, product, sales or customer information, written materials, diagrams, computer programs, ideas, concepts, and other data, in oral, written, graphic, electronic, or any other form or medium whatsoever, which may be exchanged between the parties to the Agreement. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of the Agreement: information which was already in the receiving party’s possession as a matter of record prior to the start of the Agreement and not disclosed to the receiving party by the other party; information that is independently developed by the receiving party as a matter of record; information that is obtained from a third party who is not prohibited from transmitting the information to the receiving party by a contractual, legal or fiduciary obligation to the disclosing party; information which is or which becomes generally available to the public other than as a result of disclosure by the receiving party; and information that is required to be disclosed by a party under any order or directive of court or government agency of competent jurisdiction, provided that party discloses the relevant information only to the extent necessary to comply with such order or directive and furnishes the other party with notice of such order or directive as soon as possible prior to disclosure.
- 1.11 “DealTap” means DealTap Group Inc., a company duly incorporated under the laws of the Province of Ontario, and the lawful owner of the DealTap Platform and Services. For the purposes of the Agreement, “DealTap” shall include its officers, directors, shareholders, employees, parent companies, subsidiaries, licensors, contractors, representatives, affiliates successors and assigns;
- 1.12 “DealTap Platform” means the entirety of the DealTap software system which provides the Services, as more particularly described in Section 4.1 herein, delivered either in code, through a website, mobile application or other form of electronic delivery mechanism;
- 1.13 “Intellectual Property Rights” means all intellectual property rights protected by law throughout the world, including all copyrights, copyright registrations and applications, trademark rights (including trade dress), trademark registrations and applications, patent rights (including the right to apply therefor), patent applications (including the right to claim priority under applicable international conventions) and all patents issuing thereon, inventions (whether or not patentable), together with all utility and design, know-how, specifications, trade names, trade secrets, moral rights, author’s rights, algorithms, ideas, concepts, techniques, methodologies and expertise created, goodwill, and other intellectual and industrial property rights, as may exist now and hereafter come into existence, and all renewals and extensions

- thereof, regardless of whether any of such rights arise under the laws of Canada or of any other province, country or jurisdiction;
- 1.14 “License” means the limited, non-exclusive, non-transferrable license being granted by DealTap to Client to use the DealTap Platform and Services in accordance with the terms and conditions set forth in the Agreement;
- 1.15 “License Fee” means the applicable fee payable by Client to DealTap in consideration for the use of the DealTap Platform and Services and rights granted to Client under the Agreement, as more particularly set forth in the Service Plan and Section 7 herein;
- 1.16 “OREA” means the Ontario Real Estate Association;
- 1.17 “OREA End User Terms and Conditions” means the OREA terms and conditions as set forth in Schedule A attached hereto and forming part of these Terms of Service.
- 1.18 “OREA Forms” means the OREA standard forms, and any amendments or updates thereto, made available through the use of the DealTap Platform for the purposes of completing a Transaction in accordance with the terms and conditions of the Agreement.
- 1.19 “OREA Member” means a member of any class of membership of OREA;
- 1.20 “Party, Parties” refers to DealTap and/or Client, as applicable;
- 1.21 “Person” means an individual, partnership, corporation, trust, incorporated association, joint venture, governmental authority or other entity;
- 1.22 “Policies” means additional rules, policies, modifications, procedures and/or guidelines applicable to specific features, applications, products, Access, use or Services related to the DealTap Platform, which may be implemented from time to time by DealTap and made available to Clients on our Website or otherwise through the Services, and form part of the Agreement;
- 1.23 “Purpose” shall mean the intended purpose of use of the DealTap Platform and Services by the Client, which is to facilitate and manage Transactions, including but not limited to, creating, editing, negotiating, uploading, downloading, sharing and signing of OREA Forms on-line as contemplated in the Agreement;
- 1.24 “Service Plan” means the Service Plan between Client and DealTap which describes a set of criteria for calculating the License Fee and the associated functions and features that will be operational and available to a Client through the DealTap Platform and Services;
- 1.25 “Services” the particular functions, features, user interfaces and other performance tools within the DealTap Platform to which Client relies upon to effectively utilize the DealTap Platform for the Purpose as more particularly described in Section 4 herein;
- 1.26 “Term” means the period of time for which a Client shall pay the License Fee to have Access to an active Account and the associated use of the DealTap Platform and Services as set forth in the Service Plan and more particularly described in Section 6 herein;
- 1.27 “Transaction” means a disposition or acquisition or transaction in real estate by sale, purchase, agreement for purchase and sale, exchange, option, lease, rental or otherwise, any offer or attempt to list real estate for the purpose of such disposition, acquisition or transaction and any act, advertisement, conduct or negotiation, directly or indirectly in furtherance of any such disposition, acquisition, transaction, offer or attempt;
- 1.28 “WebSite” means the compilation of all web documents (including images, php and html files) made available via [www.DealTap.ca](http://www.DealTap.ca) ; and
- 1.29 “You/Your” refers to the Client.

## 2 AGREEMENT TERMS

- 2.1 These Terms of Service are incorporated in and form an integral part of the Agreement between You and DealTap and shall be available at all times on the WebSite at <http://www.DealTap.ca/terms>.
- 2.2 DealTap reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms of Service at any time by posting such changes on the DealTap Platform, Website or otherwise making them available to You on or through the Services. Please review the Terms of Service periodically for any applicable changes. Your continued use of the DealTap Platform and Services after such changes or modifications have been published and made available to You constitutes Your agreement and acceptance of such changes. Notwithstanding the foregoing, any dispute that arises between You and DealTap will be governed by the Terms of Service in effect at the time such dispute arose.
- 2.3 Your use of the DealTap Platform and Services are also subject to our Policies. All such Policies are hereby incorporated into and form part of these Terms of Service. Our Policies shall be available at all times on the WebSite at [www.DealTap.ca/policies](http://www.DealTap.ca/policies).
- 2.4 Any new features, functions, enhancements and developments to the DealTap Platform and Services shall be subject to and governed by these Terms of Service.

## 3 LICENSE AND RESTRICTIONS

- 3.1 Subject to the terms and conditions of the Agreement, DealTap hereby grants to You a limited, non-exclusive, non-transferable License to Access and use the DealTap Platform and Services solely for the intended Purpose as more particularly described in Section 4 below.
- 3.2 Except as expressly set forth herein, You shall NOT: (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover, in any way, any source code, programming, algorithms, design structure, concepts, construction methods, underlying ideas, or file formats of the DealTap Platform, for any purpose; (ii) remove any identification markings, including but not limited to copyright notices and trademarks from the DealTap Platform or the OREA Forms provided on the Platform; or (iii) make any modification, enhancement, or derivative work of the DealTap Platform, or incorporate the DealTap Platform, or any portion thereof, into or with any other software or digital application; Modify, copy, duplicate, reproduce, sell, adapt, hack, create derivative works, sub-license, assign, distribute or transfer in any manner or form, in whole or in part, the DealTap Platform or Services; use the DealTap Platform or Services to develop or distribute any software product that is similar or competes in the marketplace with the DealTap Platform; use the DealTap Platform or Services, or any part or element thereof, for committing a crime or any other violation of Applicable Law, or for facilitating any unlawful actions by a third party; or otherwise use the DealTap Platform, Services, OREA Forms or Compiled Forms for anything other than the intended Purpose.
- 3.3 Except as specifically set forth in these Terms of Service, You acknowledge that the Agreement does not grant You any other use, rights or interest in and to the DealTap Platform, Services or OREA Forms. Any use or other exploitation of the DealTap Platform, Services, OREA Forms and Compiled Forms which is not expressly permitted under the Agreement is strictly prohibited.
- 3.4 Except as specifically set forth herein, You acknowledge that DealTap has no responsibility for providing You with any services, support or other products, and that DealTap is under no obligation to create any product upgrades or enhancements to the DealTap Platform.

## 4 CLIENT ACCOUNT

- 4.1 The DealTap Platform and Services can be used or accessed only by means of an active Account. In order to create an Account, You must: provide Your full legal name, a valid email address, Your real estate agent identification number and any other information requested in order to complete the registration required by the DealTap Platform; You must be an OREA Member in good standing with OREA; and accept and agree to be bound by the Agreement, as evidenced by creating an Account.
- 4.2 You may NOT create an Account if You: are under the age of 18 years; are not an OREA Member; are not in good standing with OREA; do not have authorization or the right to enter into the Agreement with DealTap; are a current or potential competitor of DealTap; or must be denied Access or use of the DealTap Platform or Services in accordance with Applicable Law.
- 4.3 Each Client shall have only one Account. Collaborators given Access to the Account, DealTap Platform, Services and/or OREA Forms by a Client shall be subject to and bound by the terms and conditions of the Agreement. Client shall be solely responsible at all times for any use of the DealTap Platform, Services, OREA Forms, Client Content and Compiled Forms associated with Client's Account and for ensuring that such use is in strict compliance with the terms and conditions of the Agreement. For the purpose of clarity, Client shall be solely responsible and liable for ensuring all use of the DealTap Platform by all parties, including all Collaborators, via Client's Account is in strict compliance with the Agreement.
- 4.4 The Client associated with the Account must provide DealTap with true, accurate, current and complete information about the Client and the Account, and is responsible for keeping such information up to date at all times.
- 4.5 DealTap shall provide the Client with a username and password in order to log in to the Account. The Client is responsible for keeping all login credentials associated with the Account secure and confidential in order to protect and prevent any unauthorized use or Access to the DealTap Platform and Services. DealTap shall not be responsible or liable for any loss or damage resulting from a Client's failure to comply with such confidentiality and security obligations.
- 4.6 The Client must immediately notify DealTap: of any disclosure, loss or unauthorized use of its login credentials; if Client becomes aware of any violation or breach of the terms and conditions of the Agreement, or any misuse of the DealTap Platform, Services or OREA Forms by a Collaborator or unauthorized user; if Client is no longer in good standing with OREA, at which time, DealTap may immediately terminate or suspend the Agreement at its sole discretion until such time as Client is in good standing with the OREA; or if the Client no longer agrees to be bound by the terms and conditions of the Agreement, or any portion thereof, or wishes to terminate the Agreement or otherwise close or delete the Account.

## 5 TERMS AND TERMINATION

- 5.1 The Agreement will remain in effect until terminated in accordance with these Terms of Service.
- 5.2 The Term of the Agreement shall commence upon the creation and activation of an Account and continue for a period that is determined by the Service Plan purchased as more particularly set forth in the Service Plan.
- 5.3 The Term shall automatically renew and Your Account will be billed for the same Term as previously paid on the anniversary date of each expired Term, unless otherwise terminated prior thereto in accordance with this Section 6.
- 5.4 The Agreement may be terminated without cause as follows: by the Client at any time. You may cancel Your Account at any time by providing ten (10) days prior written notice to DealTap in accordance with Section 16.5 of these Terms of Service; by DealTap at any time without cause upon ten (10) days prior written notice to Client in accordance with Section 16.5 of these Terms of Service; or by DealTap at

- any time, at its sole discretion, should it decide to cease the provision of the Services and close down the DealTap Platform. If either party terminates the Agreement in accordance with this Section 6.4, Client shall have ten (10) days from the effective date of termination to wind down its use of the DealTap Platform and the OREA Forms, following which the License granted herein shall terminate and You shall cease all further use of the DealTap Platform and OREA Forms thereon.
- 5.5 The Agreement may be terminated with cause immediately as follows: by DealTap if Client is in violation or breaches a material term or condition of the Agreement. Upon such violation or breach by Client, DealTap is obligated to immediately notify OREA of such violation or breach; by either Party, if proceedings are initiated for the other Party's liquidation or insolvency, or a negotiated settlement with the other Party's creditors is concluded or an assignment is made on behalf of the other Party for the benefit of creditors; or by either Party in the event of a breach of the Agreement by the other Party, if such breach has not been remedied within thirty (30) calendar days after receipt of a notice from the non-breaching Party requesting such remedy. If the Agreement is terminated in accordance with this Section 6.5, the License granted herein shall terminate and You shall immediately cease all further use of the DealTap Platform and OREA Forms.
  - 5.6 Upon termination of the Agreement, all of Your Content will be retained for a minimum period of one (1) month following termination. After one (1) month, and not more than sixty (60) days after termination, all of Your Client Content will be permanently deleted from the DealTap Platform and Services. For clarity, Client Content includes the Account itself. Client Content cannot be recovered once it has been permanently deleted from the DealTap Platform and Services. If, subsequent to termination, You wish to retrieve Your Client Content within one (1) month from the date of termination, You must provide a written request to DealTap in accordance with Section 16.5 herein. Notwithstanding the foregoing, DealTap is NOT responsible for any lost, deleted or corrupt Client Content and it is Client's responsibility to retain, backup and store its own Client Content.
  - 5.7 You may specifically request to have Your Account and/or Client Content permanently deleted immediately following termination by providing written notification to DealTap in accordance with Section 16.5 herein. Upon receiving such written request, DealTap shall fulfill such request within ten (10) business days of such receipt.
  - 5.8 If You terminate the Services before the end of Your current Term, Your termination will take effect immediately, however, You will not receive a pro-rata refund of the License Fee for any unused portion of a current prepaid Term.
  - 5.9 Notwithstanding the foregoing, if DealTap terminates the Agreement in accordance with Section 6.4(c) above, You will receive a pro-rata refund of the License Fee for any unused portion of Your current Term as at the effective date of such termination.
  - 5.10 DealTap reserves the right, in its sole discretion, to suspend or terminate Your Account and refuse any and all current or future use of the DealTap Platform and Services, or any other DealTap service, for any reason at any time.
  - 5.11 Neither party shall be released from any liability which, at the time of termination, has already accrued to the other party or which is attributable, prior to such termination, nor will any party be prohibited from pursuing any rights and remedies it may have hereunder at law or in equity with respect to any breach of this Agreement prior to termination.
  - 5.12 Neither party shall be liable to the other for any compensation, reimbursement or damages for the mere reason of termination of this Agreement.



## 6 SERVICE PLANS AND LICENSE FEES

- 6.1 The use of an Account is subject to a License Fee and a valid credit card is required for payment of such License Fee associated with a Client's Account.
- 6.2 The License Fee is payable in advance on a monthly or annual basis and is non-refundable. There will be no refunds or credits for partial use of the Services, or refunds for non-use of an active Account.
- 6.3 All License Fees are exclusive of applicable taxes, levies or duties imposed by tax authorities.
- 6.4 Prior to the end of each Term, Client will be issued an electronic invoice for payment of the License Fee for the next Term. Client must pay the invoice no later than the due date indicated on the invoice, which date shall be the last day of the current Term. Failure to pay the amount due by the due date may result in termination of the Agreement and the Services in accordance with Section 6 herein.
- 6.5 DealTap may seek pre-authorization of Your credit card account prior to activation of Your Account and payment for Services in order to verify the necessary funds are available. You hereby authorize DealTap to charge such credit card account for the applicable License Fee set forth in the Agreement. You agree to provide DealTap with updated information regarding Your credit card account upon DealTap's request and any time there are changes to such information.
- 6.6 DealTap reserves the right to offer special discounts and promotions at any time.
- 6.7 License Fees and Services are subject to change upon thirty (30) days notice from DealTap. Such notice may be provided at any time by posting the changes to the DealTap WebSite or on the DealTap Platform itself. The Client's continued use of the DealTap Platform and Services, or any part or element thereof, after the effective date of such changes shall indicate the Client's consent to the changes.
- 6.8 DealTap shall not be liable to You or to any third party, without limitation, for any modification, price change, suspension or discontinuance of the Services.
- 6.9 DealTap may regularly revise and/or improve the DealTap Platform and Services. DealTap reserves the right to modify the DealTap Platform and Services, or any part or element thereof, from time to time without prior notice.
- 6.10 If the Client does not wish to accept the changes or modifications by DealTap, then the Client shall notify DealTap before the effective date of such modifications and the Agreement shall terminate upon the effective date of such modifications. The Client's continued use of the DealTap Platform and Services, or any part or element thereof, after the effective date of any modifications shall indicate Client's consent to the modifications.
- 6.11 Client acknowledges and agrees that DealTap may on instruction from OREA, from time-to-time and at any time, without notice, update, change or amend the OREA Forms (including discontinuing publication of the OREA Forms in whole or in part). Once an OREA Form has been updated or amended, You shall discontinue use of any previous version of such OREA Form and use only the updated OREA Form. In the event that You are advised by DealTap or OREA that any OREA Forms must be updated or removed from usage on an urgent basis (whether due to statutory amendment or otherwise) You shall immediately cease use of the affected OREA Form(s) as directed by DealTap or OREA. You further acknowledge and agree that neither DealTap nor OREA has any obligation to update the OREA Forms and shall have no liability to You in respect of any change or amendment to the OREA Forms (including for any discontinuance thereof);

## **7 OWNERSHIP OF INTELLECTUAL PROPERTY AND TRADEMARKS**

- 7.1 The Client hereby acknowledges and agrees that DealTap exclusively owns or licenses the DealTap Platform, including without limitation, the WebSite, Services, system, content (except Client Content) and any parts or elements thereof, and is the exclusive owner of all proprietary and Intellectual Property Rights and trademarks associated with the DealTap Platform and Services hereunder and, except as set forth in the Agreement, DealTap does not grant any rights to or interest in the DealTap Platform to Client.
- 7.2 Client agrees that all trademark and intellectual property marks and notices for the DealTap Platform will be preserved unmodified. The Client hereby acknowledges and agrees that the DealTap Platform constitutes and contains valuable proprietary products and trade secrets of DealTap, embodying substantial creative efforts and Confidential Information, ideas and expressions. The Client further agrees to take all reasonable steps to ensure that unauthorized Persons will not have access to the DealTap Platform and that all authorized Persons having Access will refrain from any disclosure, duplication or reproduction of the DealTap Platform and Services, except to the extent permitted under the Agreement.
- 7.3 Client agrees not to challenge, directly or indirectly, any right or interest of DealTap in the DealTap Platform or any derivative work, nor the validity or enforceability of DealTap's rights under Applicable Law. The Client agrees not to, directly or indirectly, register, apply for registration or attempt to acquire any legal protection for, or any proprietary rights in the DealTap Platform or any derivative work, or to take any other action which may adversely affect DealTap's rights or interest in the DealTap Platform in any jurisdiction.
- 7.4 Client agrees to notify DealTap immediately and in writing of all circumstances, of which the Client is aware, surrounding the unauthorized possession or use of the DealTap Platform, Services or OREA Forms by any Person. The Client agrees to cooperate fully with DealTap and OREA in any litigation relating to or arising from such unauthorized possession or use.
- 7.5 Client shall not, either for its own benefit or for the benefit of any third party, develop, duplicate, use, sell, license, distribute, promote or in any other way compete with the DealTap Platform or Services with any product or technology that is the same, substantially the same or could be reasonably deemed to be similar to the DealTap Platform or Services.
- 7.6 Client agrees not to use the name "DealTap" or any of the DealTap Platform names or marks (or any similar name or symbol), in whole or in part, as part of the Client's business or trade name.
- 7.7 Subject to prior written approval, DealTap may grant the Client a non-exclusive, limited right and license to use the "DealTap" name and/or logo solely for promotional purposes.
- 7.8 The provisions of this Section 8 shall survive any termination or expiration of the Agreement.

## **8 CLIENT CONTENT AND COMPILED FORMS**

- 8.1 Subject to ownership interests of third parties, Your Client Content and Compiled Forms, including without limitation, information data, offers, and other content You create, produce, submit, incorporate or enter into the OREA Forms, jointly or severally with Collaborators (in whole or in part), for the purposes of completing a Transaction shall remain the property of the Client at all times.
- 8.2 The Services provide features that allow you to share your Client Content and Compiled Forms with Collaborators. DealTap is not in any way responsible for the Client Content or Compiled Forms You create, use, download, upload or share. Clients are solely responsible for their own Client Content and Compiled Forms and the consequences of sharing or transmitting it. In connection with such Client Content and Compiled Forms, You affirm, represent and warrant that: You have the

necessary licenses, rights, consents and permissions to use and share the Client Content and Compiled Forms in a manner consistent with the intended Purpose as contemplated hereunder, and Your Client Content, Compiled Forms and use of DealTap's Services do not and will not: infringe, violate, or misappropriate any third party rights, including any moral right, privacy right, right of publicity, or any intellectual property or proprietary right; violate any Applicable Law or regulations, including without limitation, applicable privacy laws; or constitute any fraudulent activity or forgery of transactional documentation.

- 8.3 Client is liable for and shall ensure that: Client does not create, transmit, display or make otherwise available any Client Content or Compiled Forms that violate the rights of DealTap, its customers, other Clients, Collaborators or any other third party, or is harmful (for example viruses, worms and other destructive codes), offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, pornographic, obscene, invasive of another's privacy, hateful or otherwise unlawful; the Client has the required qualifications and rights to use, disclose and process the Client Content and Compiled Forms for the intended Purpose on the DealTap Platform; and DealTap is permitted to further process and use the Client Content and Compiled Forms on behalf of the Client for the purposes of performing the Services under the Agreement.
- 8.4 DealTap does not, and is under no obligation to pre-screen Client Content or Compiled Forms, however, DealTap reserves the right, in its sole discretion, to refuse to permit Client Content or Compiled Forms on the DealTap Platform, or remove any Client Content or Compiled Forms at any time with or without notice to Client.
- 8.5 Client is responsible for maintaining and protecting all of its Client Content and Compiled Forms. DealTap will not be liable for any lost, deleted or corrupted Client Content or Compiled Forms, or for any costs or expenses associated with backing up or restoring any of Your Client Content or Compiled Forms.
- 8.6 All rights, title and interest in and to the Client Content and Compiled Forms belong to the Client, whether used and/or uploaded by a Collaborator or made available on or through the Services. DealTap does not guarantee or take any responsibility for the accuracy or confidentiality with respect to any information contained in any Client Content or Compiled Forms, and You hereby acknowledge and agree that You are solely responsible for the Client Content and Compiled Forms You create, use, upload, download, share, transmit, store or collect through the DealTap Platform and use of Services. DealTap will not be liable or responsible in any way, without limitation for any misuse, fraudulent activity, forgery of documents or hacker intrusions.
- 8.7 By using the Services, the Client agrees to allow DealTap to aggregate the data from all Accounts and to use such aggregated data for the purposes of enhancing the Services provided by the DealTap Platform and to provide such data to trusted third parties for anonymous demographic analysis and research purposes. DealTap agrees in all respects to use the Client Content and/or Compiled Forms in such a way that the aggregated data cannot be disseminated back to an individual Account, Client or Collaborator.
- 8.8 If You provide DealTap with any Feedback, DealTap shall have the right to use such Feedback at its sole discretion, including but not limited to, the incorporation of such suggested changes into the DealTap Platform and Services. You hereby grant DealTap a perpetual, irrevocable, exclusive license under all rights necessary to incorporate and use Your Feedback for any purpose DealTap deems appropriate without any obligation to you.

## 9 CONFIDENTIAL INFORMATION

- 9.1 Each of the Parties understands that the other Party may disclose Confidential Information in the course of exercising its rights or performing its obligations under the Agreement. As between the Parties, the Confidential Information of each Party will remain its sole property. Each Party will hold the Confidential Information of the other Party in strict confidence and protect such Confidential Information from disclosure using the same care it uses to protect its own Confidential Information of like importance. The Party employing or engaging Persons having access to the Confidential Information of the other Party is responsible and liable for their compliance with such confidentiality obligations hereunder.
- 9.2 Both Parties acknowledge that Confidential Information is a valuable asset of the other Party and that the unauthorized use or disclosure of which could cause serious harm to the economic interests of the disclosing Party which could not be adequately compensated for by monetary damages. In the event of a breach of its obligations under this Section 10, the non-breaching Party may (a) immediately terminate the Agreement without liability to the non-breaching Party; (b) seek an injunction to prohibit disclosure or use by the breaching Party of any such Confidential Information; (c) bring appropriate legal action against the breaching Party for such breach of its confidentiality obligations hereunder; and (c) recover from breaching Party reasonable attorneys' fees and costs in addition to any other available relief.
- 9.3 Neither Party shall disclose or advertise in any manner the nature of the DealTap Platform or Services performed under the Agreement or the fact it has entered into the Agreement without the prior written consent of the other Party.
- 9.4 The provisions of this Section 10 shall survive any termination or expiration of the Agreement.

## 10 REPRESENTATIONS AND WARRANTIES

- 10.1 Each of the Parties hereto hereby represents and warrants to the other that: it has the power, right and authority to enter into the Agreement; the Agreement has been duly authorized by all requisite corporate actions; the Agreement (or the performance of its duties hereunder) does not violate any other agreement, covenant or restriction to which such Party is a party; and it shall comply with all Applicable Laws, rules and regulations in performing its obligations under the Agreement.
- 10.2 Client further represents and warrants that Client is an OREA Member in good standing with OREA and that in the event Client is no longer in good standing with OREA, Client shall notify DealTap immediately and cease any further Access or use of the DealTap Platform and Services.
- 10.3 Client further warrants that it will use the DealTap Platform and Services in accordance with all Applicable Laws and solely for the Purpose contemplated hereunder and shall under no circumstances use the DealTap Platform or Services for any other purpose.
- 10.4 Client warrants that it will use all commercially reasonable efforts to prevent any unauthorized use or misuse of the DealTap Platform, will terminate any unauthorized use or misuse immediately, and will immediately notify DealTap of any misuse or unauthorized use of, or Access to the DealTap Platform of which Client becomes aware.
- 10.5 DealTap further warrants that the Services will be performed in a professional manner, consistent with generally accepted industry standards and that the DealTap Platform will: (a) perform in accordance with the published specifications and documentation; (b) operate in good working order; and (c) be free of material defects and malfunctions that adversely affect the operation or functions of the Services. Notwithstanding the foregoing, DealTap does not warrant or represent that the DealTap Platform will be free of errors or have uninterrupted availability.

- 10.6 DealTap warrants that the DealTap Platform was developed or lawfully obtained by DealTap and that DealTap has the legal right to license the DealTap Platform and Services in accordance with the terms of the Agreement.
- 10.7 Except for the limited representations and warranties expressly stated herein, the DealTap platform and services are provided on an “as is,” and “as available” basis for use at your own risk. DealTap hereby expressly disclaims any and all warranties of any kind or nature, whether express, implied, imposed by contract or statute, including without limitation the implied warranties of title, noninfringement, merchantability and fitness for a particular purpose. DealTap does not warrant or represent that the DealTap platform will be free from bugs or that its use will be uninterrupted or error-free, or make any other representations regarding the use, or the results of the use of the DealTap platform in terms of correctness, accuracy, reliability, availability, security, usefulness, timeliness, or completeness of informational content or otherwise. Client acknowledges that DealTap is not responsible for and will in no way be liable for licensed content, including without limitation the OREA forms, hardware, software or other items, network failure or any services provided by any third party or entity. Client further acknowledges and agrees that it has not relied upon any warranties or representations other than those express warranties set forth in the agreement
- 10.8 The provisions of this Section 11 shall survive any termination or expiration of the Agreement.

## **11 THIRD-PARTY CONTENT AND WEBSITES**

- 11.1 We may provide third-party content through the Services. Any such content represents the products, services, data, material, opinions and offerings of the third-party, not DealTap. DealTap does not endorse, and are not responsible in any way for any such content and DealTap expressly disclaims any endorsement or responsibility for such content.
- 11.2 The DealTap Platform and Services may include links to other third party websites or services (“Linked Sites”) solely as a convenience to Clients. DealTap does not endorse any such Linked Sites or make any express or implied warranties with regard to the information, content, material, products or services that are contained on or accessible through the Linked Sites. Access and use of the Linked Sites are solely at the discretion of the Client and at Client’s own risk.

## **12 LIMITATION OF LIABILITY**

- 12.1 Notwithstanding any loss or damages that the Client or Collaborators might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or otherwise) resulting from the use of the DealTap Platform and Services, to the fullest extent permitted by law, in no event will DealTap be liable for any indirect, special, incidental, punitive, exemplary or consequential damages (including loss of use, data, Client Content, Compiled Forms, business, or profits), whether such damages arise in contract, tort (including negligence) or otherwise, whether or not DealTap has been advised of the possibility of such damages, arising out of, relating to, or in any way connected with the DealTap Platform, Services or these Terms of Use whether directly or indirectly. Your sole remedy for dissatisfaction with the DealTap Platform and Services is to cease using the DealTap Platform and Services immediately and terminate the Agreement as per Section 6 herein.
- 12.2 Notwithstanding anything to the contrary contained herein, the entire liability of DealTap and the Client’s and Collaborators’ exclusive remedy shall not exceed in the aggregate 100% of the License Fee paid by Client during the preceding six (6) month period prior to the event giving rise to the liability.

- 12.3 DealTap shall not be liable to the Client or Collaborators for any consequences, losses or damages, without limitation resulting from: other types of unavailability or discontinuance, in whole or in part, of the DealTap Platform or Services; any modifications of these Terms of Service, Service Plans or License Fees, the DealTap Platform and Services, or any part or element thereof, including any permanent or temporary interruption, discontinuance, suspension deletion of, corruption of, or failure to store any Client Content or Compiled Forms; Client's failure to use any security features available through the DealTap Platform during a Transaction, including without limitation, the disabling of the PIN requirement prior to access and use of the Forms and/or Compiled forms by Collaborators; use of Client Content or Compiled Forms by the Client or any Collaborator involved in a Transaction; upgrading or downgrading Client's current Service Plan; any disclosure, loss, misuse or unauthorised use of Client Content, Compiled Forms or Client's login credentials; the Client's use of the Account, DealTap Platform or Services by means of browsers other than those accepted or supported by DealTap; the Client's use of or reliance upon the OREA Forms or any Compiled Forms (including in any Transaction); Client's or Collaborators' misuse or inability to use any OREA Forms or any Compiled Forms (including in any Transaction); any failure of the OREA Forms or any Compiled Forms to be accurate, complete, correct or current; any error, defect, omission or deficiency in the OREA Forms or any Compiled Forms; any updates, unavailability or discontinuance, in whole or in part, of the OREA Forms; the application of any DealTap remedies hereunder against the Client for any breach or reasonably assumed breach of the terms and conditions of the Agreement; the Client's failure to provide DealTap with accurate and up to date information about the Client or its Account; the Client's failure to notify DealTap of any unauthorized use of the Client's Account; the Client's failure to ensure the lawfulness of the Client Content; the Client's failure to ensure the required rights to use the Client Content; or the Client's and/or Collaborators' failure to abide by any of the use restrictions set forth herein.
- 12.4 No Party shall be liable to any other for any failure or delay in the performance of its obligations hereunder as a result of any cause beyond its reasonable control, including but not limited to default or failure of a third party (including telecommunications operators, suppliers, installers or maintainers), war, riot, civil common strike, lockout or other industrial action, act of God, storm, fire, earthquake, explosion, flood, electrical failure, confiscation and action or threat of action of any government or government agency provided that it endeavours to minimize the effect of the force majeure event on its performance of its obligations. If such delay or failure continues for more than ninety (90) days, the non-affected Party(s) shall be entitled to terminate the Agreement forthwith by notice in writing to the other Party provided that all sums due by the Client for any Services supplied prior to the date of termination shall remain payable in accordance with the Agreement.
- 12.5 You acknowledge and agree that DealTap has offered the Services, set the License Fee, and entered into the Agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein are reasonable and constitute a fair allocation of risk between the Client and DealTap, and that the warranty disclaimers and the limitations of liability herein form an essential part of the Agreement between the Client and DealTap.

### **13 DEALTAP REMEDIES**

- 13.1 In the event of a breach of the terms of the Agreement by a Client, DealTap has the right at its sole option to: (a) terminate the Agreement in accordance with Sections 6.4 and 6.5 respectively herein; or (b) temporarily: the Client's rights of use of the DealTap Platform and Services or any part or element of the DealTap Platform; or suspend and block the Account from any Access or use by Client.
- 13.2 In the event of a breach of a material term of the Agreement by a Client, DealTap is obligated to immediately notify OREA of such breach.
- 13.3 If DealTap has reasonable grounds to believe that the Client's use of the DealTap Platform and Services may harm any third party, DealTap has the right to take any measures it deems appropriate to prevent, stop and eliminate the harm, where possible, in order to protect those third parties.
- 13.4 Notwithstanding the foregoing, nothing in this Section 14 shall preclude DealTap from seeking any other remedies available to it under Applicable Law.

### **14 INDEMNIFICATION**

You hereby agree to indemnify and hold harmless DealTap from any and all claims, losses, damages, liabilities, (including attorney's fees), arising out of Your use or misuse of the DealTap Platform and Services, representations made to DealTap and/or third parties, violations of the Agreement, violations of the rights of any other person or entity, or any breach of the foregoing representations, warranties and covenants. DealTap reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which You are required to indemnify DealTap, and You agree to fully cooperate with such defense of these claims.

### **15 GENERAL PROVISIONS**

- 15.1 Relationship of the Parties. For all purposes of the Agreement and the DealTap Platform and Services to be provided hereunder, the Parties shall be deemed to be independent contractors and neither Party nor any of the Party's agents or employees shall be for any purpose, considered agents, employees, representatives or servants of the other Party and they shall in no way represent themselves as such. The provisions of the Agreement shall not be construed as, nor shall they in any way constitute, an employer-employee, agency, partnership, joint venture or similar relationship between DealTap and the Client. Neither Party shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party, unless otherwise consented to in writing by the other Party.
- 15.2 Privacy Policy and Privacy Laws. Any information that You provide to DealTap is subject to our Privacy Policy (available at [www.DealTap.ca/privacy](http://www.DealTap.ca/privacy)), which governs DealTap's collection, use and disclosure of Your information. You understand that through Your use of the DealTap Platform and Services, You consent to the collection and use (as set forth in the Privacy Policy) of this information, including the possible transfer of such information to the United States and/or other jurisdictions for storage, processing and/or use. You also acknowledge and agree that through the use of the DealTap Platform and Services You will be collecting, processing and using personal information of third parties, and that You are responsible for such use and collection of personal information in compliance with all applicable Privacy Laws.
- 15.3 Non-Conflict. Each Party hereby represents to the other that it is not a party to any existing agreement which would prevent it from entering into and performing its obligations under the Agreement.

- 15.4 Non-Exclusivity. DealTap may from time to time: (i) act as consultants, provide software and perform services for other third parties, including software and services that are similar to the DealTap Platform and Services hereunder; and (ii) enter into agreements similar to the Agreement with other Persons or entities, in all cases without the necessity of obtaining approval from the Client.
- 15.5 Notices. Any notices, reports or other communications required to be given by DealTap to Client under the Agreement shall be sufficient if published on the DealTap Platform or otherwise made available through the Services, or if specific to an individual Client, in writing and delivered by hand or sent by courier, mail, facsimile or email addressed to Client at their respective addresses, to the attention of the Client or to such other address as Client shall advise DealTap in writing. Any notices, reports or other communications required to be given by Client under the Agreement shall be sufficient if delivered by hand or sent by courier, mail, facsimile or email addressed to DealTap at its respective addresses, to the attention of its designated representative or to such other address as DealTap shall advise. Any such notices, reports or other communications shall be deemed to have been received by the Party(s) to whom they were addressed when received.
- 15.6 Disputes. Any dispute arising under or related to this Agreement shall first be addressed between the Parties' designated representatives. Disputes shall be addressed as soon as they arise, or at least within five (5) business days. If a resolution of a dispute cannot be reached between the Parties' representatives, then the Parties may choose to submit their dispute to a mediator. The mediation will be conducted by a neutral mediator from a list of proposed mediators that the parties agree to use. The rules and procedures set out by the mutually selected mediator shall govern the mediation and each Party agrees to abide by these rules and procedures. Nothing in this paragraph precludes the Parties from resolving their dispute through judicial means.
- 15.7 Injunctive Relief. You acknowledge that a breach of the Agreement may cause DealTap or OREA irreparable harm, for which an award of damages may not be adequate compensation. You acknowledge and agree that in the event of Your breach of the Agreement, DealTap and OREA (as appropriate) shall be entitled to an injunction enjoining any further breach or threatened breach (in addition to any other relief to which DealTap or OREA may be entitled at law or in equity).
- 15.8 Severability. If any provision of the Agreement or application thereof is deemed to be unenforceable or invalid for any reason, such invalidity or unenforceability shall be several and shall not affect any other provision or application of the Agreement which can be given effect without the invalid or unenforceable provision, and all other provisions of the Agreement shall remain in full force and effect.
- 15.9 Entire Agreement. The Agreement constitutes the entire agreement between DealTap and the Client and supersedes all prior agreements and understandings with respect thereto, whether oral or written.
- 15.10 Amendments. DealTap may amend these Terms of Service from time to time and the most current version will always be posted on our Website at [www.DealTap.ca/terms](http://www.DealTap.ca/terms). Accordingly, please check the Website regularly. By continuing to Access or use the DealTap Platform and Services after amendments become effective, you agree to be bound by the amended Terms of Service. If you do not agree to such amendments, You agree to stop using the Services immediately and notify DealTap in accordance with Section 16.5 above. If there is a dispute about the Terms of Service, the Terms of Service in effect at the time the dispute arose shall apply.
- 15.11 No Waiver. The failure of either Party to exercise any right granted under the Agreement, or to require the performance by the other Party of any provision of the Agreement, or the waiver by either Party of any breach of the Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of the Agreement.



- 15.12 Assignment. Client shall not sell, assign or transfer any of its rights, obligations, benefits or interests under the Agreement without the prior written consent of DealTap, which consent shall not be unreasonably withheld. If such consent is given on any particular occasion, it shall still be required for all subsequent assignments. Any attempt by Client to assign or transfer any of its rights, duties, or obligations hereunder other than in accordance with the terms of the Agreement shall be void ab initio and of no force and effect. DealTap may at any time sell, assign or transfer any of its rights, obligations, benefits or interests under the Agreement and may enter into contracts and outsourcing agreements, in its sole discretion, in connection with any or all of its obligations under the Agreement. The Agreement shall be binding upon the Parties hereto and their respective lawful successors and permitted assigns.
- 15.13 Applicable Law. The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. The Parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. The Parties attorn to the jurisdiction of the courts located in the City of Toronto.
- 15.14 Currency. Except where otherwise expressly provided, all monetary amounts referenced in the Agreement are stated in and shall be paid in Canadian currency.
- 15.15 Encryption. You understand that the technical processing and transmission of the Services, including Client Content, may be transferred unencrypted and involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## OREA END USER TERMS AND CONDITIONS

These Terms of Service, which are incorporated in and form part of the Service Plan between You and DealTap Group Inc., govern all Access and use of the DealTap Platform, Website and Services. The Services are offered to You subject to Your agreement and acceptance, without limitation, of the Service Plan, these Terms of Service and all other operating rules, policies (including DealTap's Privacy Policy at [www.DealTap.ca/privacy](http://www.DealTap.ca/privacy)), and any future modifications and procedures that may be implemented from time to time by DealTap Group Inc. in accordance with these Terms of Service (collectively the "Agreement"). A DealTap account can only be activated by a registered member of the Ontario Real Estate Association whom is in good standing with the Ontario Real Estate Association. If You are entering into the Agreement and using the Services on behalf of a real estate brokerage or corporate organization, You are agreeing to these Terms of Service for that company or organization and representing that You have the legal authority to bind that company or organization. In that case, "You" and "Your" will refer to both you as an individual and to that organization. This End User Agreement ("Agreement") is a binding legal Agreement between you ("You") and [Licensee] ("Licensee") and states the terms and conditions under which You may access and use the [Licensee Application] ("Application") and the [Forms and Clauses] ("Forms and Clauses") accessible through the Application. By clicking "I Agree" You are indicating Your agreement to be bound by and comply with the terms and conditions of this Agreement.

1. License Subject to the terms and conditions of this Agreement, Licensee grants You the following personal, non-exclusive, non-transferable licenses: a license to access and use the Application; a license to download and reproduce the Forms and Clauses and to Use the Forms and Clauses in Transactions; a license to modify and amend the Forms and Clauses (in accordance with the terms and conditions of this Agreement) to create Compiled Forms; and a license to download, reproduce and Use Compiled Forms in Transactions; Apart from the licenses expressly granted herein, no other license, right, title, or interest in and to the Application or Forms and Clauses is granted to You under this Agreement.

2. Restrictions You agree that You shall only use the Application, the Forms and Clauses and any Compiled Forms in accordance with the terms and conditions of this Agreement and only for Use in Transactions. Any Use or other exploitation of the Application, the Forms and Clauses or any Compiled Forms which is not expressly permitted under this Agreement is strictly prohibited; Without limiting the generality of the foregoing, You agree that You shall not: Use the Forms and Clauses (or any Compiled Forms) for any purpose other than in Transactions; distribute or provide access or use of the Application to access and Use any Forms and Clauses (or any Compiled Forms) to any Person who is not party to or involved in a Transaction; remove, obscure or amend any trademarks or any copyright or proprietary rights notices which appear in or on any Forms and Clauses; attempt to gain access to the software or code comprising the Application or attempt to disassemble, decrypt, extract or reverse engineer such software or code (or assist any third party in doing so)
3. Compiled Forms You are entitled to change, modify and amend the Forms and Clauses by (i) completing the customizable portions of such Forms, (ii) adding one or more Clauses (in whole or in part) or other language to any Form, (iii) changing, amending or deleting the preset or non-customizable portion of any Form or clause provided that in respect of any change or alteration to any pre-set portion of any Form such change is clearly identified as a change to the original Form or Clause provided to You by Licensee. For the purpose of clarity, a change in which is in hand written form, or which is highlighted, underlined or black-lined shall be considered clearly identified as a change.
4. Updates You acknowledge and agree that Licensee may on instruction from OREA, from time-to-time and at any time, without notice, update, change or amend the Forms and Clauses (including discontinuing publication of the Forms and Clauses in whole or in part). Once a Form or Clause has been updated or amended You shall discontinue use of any previous version of such Form or Clause and use only the updated Form or Clause. In the event that You are advised by Licensee or OREA that any Forms or Clauses must be updated or removed from usage on an urgent basis (whether due to statutory amendment or otherwise) You shall immediately cease use of the affected Form(s) or Clause(s) as directed by Licensee or OREA You acknowledge and agree that neither Licensee nor OREA has any obligation to update the Forms and Clauses and shall have no liability to You in respect of any change or amendment to the Forms and Clauses (including for any discontinuance thereof);
5. Proprietary Rights The Application and the Forms and Clauses and the Use thereof are protected by copyright and other laws. You acknowledge and agree that: the Application (and all rights therein including all Intellectual Property Rights therein) is owned by Licensee (and its licensors) and shall remain the sole and exclusive property of Licensee at all times; the Forms and Clauses (and all rights therein including all Intellectual Property Rights therein), are owned by OREA and shall remain the sole and exclusive property of OREA at all times; Your rights in any Compiled Form(s), are strictly limited to ownership of the text of any changes, amendments or modifications You make to any Forms or Clauses and remain subject, at all times, to OREA's ownership of the Forms and Clauses (and all elements thereof including all elements of the Forms and Clauses contained or included in any Compiled Form); and You agree that You shall not do anything inconsistent with Licensee's ownership of the Application or OREA's ownership of the Forms and Clauses during or subsequent to the Term of this Agreement.
6. Registration You agree to provide accurate, current and complete information about yourself as prompted during the registration process to access and Use the Licensee Application and to maintain and promptly update such information to keep it accurate, current and complete. If Licensee has reasonable grounds to suspect that

any such information you provide is inaccurate, not current or incomplete, it has the right to terminate this Agreement (including Your access to and Use of the Application and the Forms and Clauses). Licensee's use of any personally identifiable information ("Your Information") you provide as part of the registration process is governed by the terms of Licensee's Privacy Policy; Your account is personal to You. You must not share Your account with others or allow others to access and Use the Application or the Forms and Clauses using Your account. You are responsible for maintaining the confidentiality of Your password and account information, and are responsible for all activities that occur under Your password or account. You agree to notify Licensee immediately of any unauthorized use of Your password or account or any other breach of security, and to ensure that You exit Your account at the end of each session. Licensee may terminate this Agreement if it has reason to believe that You are allowing others to access and Use the Application and the Forms and Clauses and any Compiled Forms using Your account. Licensee cannot and will not be liable for any loss or damage arising from Licensee's or Your failure to protect your password or account information.

7. **Representations, Warranties and Disclaimer** You represent, warrant and covenant to Licensee that You are an OREA Member in good standing; Neither Licensee nor OREA makes any (and there are no) representations, warranties, conditions or covenants of any kind, whether express, implied, statutory or arising by custom or usage or otherwise, regarding the Application, the Forms and Clauses (or the Use thereof) including, without limitation, any representation, warranty, condition or covenant: regarding the accuracy or reliability of the Forms and Clauses or that the Forms and Clauses are complete, correct, current and free from errors, defects, omissions or deficiencies of any kind; that errors, defects, omissions or deficiencies in the Forms and Clauses (if any) can or will be corrected; that the Forms and Clauses are applicable, adequate or suitable for use in any particular Transaction or will meet the requirements of any Licensee Party for use in any Transaction; regarding the merchantability of fitness of the Forms and Clauses for a particular purpose, and; regarding the non-infringement of any third party rights (including Intellectual Property Rights) by virtue of use or other exploitation of any Forms and Clauses by any Licensee Party. Licensee and OREA hereby disclaim all representations, warranties and conditions of any kind, whether express, implied, statutory or arising by custom of usage or otherwise regarding the forms and clauses and the use thereof to the fullest extent allowed by applicable law.
8. **Acknowledgement** You acknowledge and agree as follows: the Application and the Forms and Clauses are provided "as is" and that the Use or the reliance upon the Application or the Forms or Clauses (including by You or any other Person, in any Transaction) is at Your sole risk; You are solely responsible for Your Use, misuse or inability to Use the Application, the Forms and Clauses or any Compiled Forms and for any results (or lack thereof) achieved through the Use thereof or reliance thereon (including in any Transaction); You are solely responsible for any changes, amendments or modifications made by You (in whole or in part, or jointly or severally with others) to any Forms or Clauses and for any Compiled Form and for Your Use, misuse or inability to Use any Compiled Forms and for any results (or lack thereof) achieved through the Use thereof or reliance thereon (including in any Transaction); the Forms and Clauses have been created for general usage in the Province of Ontario only and, as such, may not be applicable, adequate or suitable for use in every Transaction or in any specific Transaction (including Transactions not governed by the laws of the Province of Ontario, in Transactions in which the Parties to the Transaction are not domiciled or a resident in the Province of Ontario) or in Transactions where the real property subject of the Transaction is not located in the Province of Ontario); the Forms and Clauses (and the provision or licensing thereof by Licensee and OREA) do not constitute legal, accounting or other

- professional advice of any nature and that neither Licensee nor OREA shall have any liability to You whatsoever in respect of Your Use, misuse, inability to Use or reliance upon the Forms and Clauses or any Compiled Forms (including in any Transaction);
9. Liability and Indemnification Neither Licensee nor OREA shall have any liability to You or any third Person in respect of any Claims or Losses arising directly or indirectly from, out of or relating to any of the following: Your Use of or reliance upon the Forms and Clauses or any Compiled Forms (including in any Transaction); Your misuse or inability to use any Forms and Clauses or any Compiled Forms (including in any Transaction); any failure of the Forms and Clauses or any Compiled Forms to be accurate, complete, correct or current; and any error, defect, omission or deficiency in the Forms and Clauses or any Compiled Forms. You agree to indemnify, defend and hold harmless Licensee and OREA (including their respective officers, directors, employees and/or agents) from and against any and all Claims and Losses arising directly or indirectly from, out of or relating to: Your breach of any term, condition, representation or warranty of this Agreement; any wrongful, negligent or unlawful act or omission committed by You in the exercise of the rights granted herein, or in any Transaction; any failure by You to comply with any Applicable Law applicable to Your exercise of the rights granted herein, or in any Transaction; any infringement, violation or misappropriation of any third party Intellectual Property (including any Intellectual Property Rights therein) arising from or in respect of the creation, use, or other exploitation of any Compiled Form.
  10. Limitation of Liability Under no circumstances will Licensee or OREA (including their respective officers, directors, employees or agents) be liable to You or any other Person Licensee, any Account Holder or any third Person for any Losses whatsoever including without limitation any Losses of the following nature, whether arising in contract, (including fundamental breach), tort (including negligence), strict liability, or under any other legal or equitable theory, whether or not OREA was advised of the possibility of such Losses whether or not such Losses were foreseeable: direct damages, in any amount whatsoever (including direct damages in the nature of lost or anticipated profits); any indirect, special, incidental or consequential damages (including, without limitation, damages in the nature of lost or anticipated profits).
  11. Term and Termination his Agreement shall enter into effect upon Your accepting the terms and conditions set out herein by clicking “I Agree” and shall continue in force and effect until terminated in accordance with the terms and conditions set out herein (the “Term”); This Agreement shall be suspended or terminated immediately at Licensee’s sole discretion if at any point you cease to be an OREA Member in good standing; Licensee shall have the right to suspend or terminate this Agreement effective immediately if You breach any term or condition of this Agreement; Licensee shall have the right to terminate this Agreement without cause upon ten (10) days’ notice to You in accordance with the terms and conditions of this Agreement; You shall be entitled to terminate this Agreement without cause upon ten (10) days’ notice to Licensee in accordance with the terms and conditions of this Agreement; In the event of termination of this Agreement the following shall apply: If Licensee terminates this Agreement for breach, You must immediately cease all further access to and Use of the Application, the Forms and Clauses and Compiled Forms; If Licensee terminates the Agreement without cause, You shall have ten (10) days to wind down Your Use of the Application, the Forms and Clauses and any Compiled Forms, following which all licenses granted herein shall terminate and You shall cease all further use of the Application, the Forms and Clauses and Compiled Forms; Neither You nor Licensee shall be released from any liability which, at the time of termination, has already accrued to the other party or which is attributable, prior to such termination, nor will any party be prohibited from pursuing any rights and remedies it may have hereunder at law or in equity with respect to any breach of this Agreement prior to termination; and Neither You nor Licensee shall be liable

to the other for any compensation, reimbursement or damages for the mere reason of termination of this Agreement.

12. General This Agreement does not create any relationship between You and Licensee (or between You and OREA) other than as licensee and licensor. You shall not act in a manner which expresses or implies any other relationship, nor bind or purport to bind either Licensee or OREA in any way; You acknowledge that a breach of this Agreement may cause Licensee or OREA irreparable harm, for which an award of damages may not be adequate compensation. You acknowledge and agree that in the event of Your breach of this Agreement, Licensee and OREA (as appropriate) shall be entitled to an injunction enjoining any further breach or threatened breach (in addition to any other relief to which Licensee or OREA may be entitled at law or in equity); Any notice or other communication to be given to You in connection with this Agreement shall be sent by email to the address You provide in the registration process or by registered mail to the physical address you provide during the registration process. Licensee may also provide notice to You by way of message posted or otherwise made available to You in the Application. Notification by email shall be deemed to have been received the Business Day following transmission of the notice. Notification by posting or message through the Application shall be deemed to have been received the Business Days following Your first access to the Application after the notice is posted or transmitted. If mailed at any time other than during a general discontinuance of postal service due to strike, lock-out or otherwise, notice sent by registered mail shall be deemed to have been received on the fifth (5th) Business Day after mailing. Notice can be sent to Licensee by email to the following address [insert] or by registered mail sent to [insert name and address of Licensee contact]; This Agreement is personal to You. You may not assign or transfer this Agreement (or Your rights and obligations hereunder) without the prior written consent of Licensee. Licensee shall be free to assign this Agreement (including, its rights and obligations hereunder). The rights and obligations of the parties under this Agreement will bind and enure to the benefit of the parties' respective and permitted successors and assigns; Licensee may amend, modify or update the terms and conditions of this Agreement from time to time by providing You notice of new, amended, modified or updated terms and conditions (including by providing notice of such amendments or modifications through the Application). Your continued access and Use of the Application, the Forms and Clauses or any Compiled Forms after notice of such amendments or modifications are deemed to be received by You shall constitute Your acceptance of such new, amended, modified or updated terms and conditions. If You do not agree with any new, modified, amended or updated terms or conditions, Your sole remedy shall be to terminate this Agreement for Your convenience pursuant to Subsection 11(c) hereof. You agree that neither Licensee nor OREA shall have any liability to You in respect of any amendments or modifications to the terms and conditions of this Agreement; If, for any reason, a court of competent jurisdiction finds any term or provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect unaffected; This Agreement, and any action related thereto, shall be governed, controlled, interpreted and defined by and under the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. You attorn to the jurisdiction of the courts located in the City of Toronto; This Agreement constitutes the entire agreement between You and Licensee with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter; Notwithstanding the termination of this Agreement for any reason, the following terms shall survive the

termination: 2(b), 5(b), 9(a) and (b), 10, 11(f)), 0, 12(g) and; You shall comply with all Applicable Law while exercising the rights granted herein. this Agreement, capitalized terms shall have the meanings set forth below. “Applicable Law” means any and all applicable laws including all federal, provincial and municipal laws, statutes, rules, regulations, by-laws, judgments, orders, decisions, rulings or awards, policies, guidelines, and general principles of common and civil law and equity, binding on or affecting the Person or matter(s) referred to in the context in which the word is used; “Business Day” means any day other than a Saturday, Sunday or a mandatory statutory holiday observed in Toronto, Ontario, Canada; “Claims” means any and all actions, causes of actions, liabilities, claims, demands, suits, or injuries; “Clauses” means the OREA standard clauses made available through the Application (or any of them). For the purpose of this Agreement, Clauses shall be deemed to include all Updates thereof; “Collaborators” means all other Persons involved in a Transaction, other than the Account Holder, whom are granted access to the Licensee Application for the sole purpose of negotiating, participating in and/or completing a Transaction, including without limitation, buyers, sellers, other agents, mortgage brokers and legal counsel; “Forms” means the OREA Standard Forms made available through the application (or any of them). For the purpose of this Agreement, Forms shall be deemed to include all Updates thereof; “Forms and Clauses” means the Forms and Clauses (in whole or in part) or any of them; “Intellectual Property” means (i) all inventions, processes, discoveries, developments, or improvements, whether or not patentable, or whether subject of patent(s) or application(s) therefore; (ii) all software, computer programs and code of all types (in source code and object code format and including all source materials, data, data structures, and databases), (iii) all copyright-protected works (including, without limitation, all literary, artistic, dramatic, and musical works); (iv) all brand names, logos, slogans, product names, services names, trade-marks, trade dress, corporate names, business names, trade names, and domain names, all whether or not registerable or subject to registrations or applications for registration; (v) all designs and industrial designs, whether or not patentable or registerable, patented or registered, or the subject of application(s) for registration; (vi) all formulae, confidential information, proprietary information, trade secrets, know-how, and any information having commercial value; (vii) all other intellectual and industrial property whether or not registered subject of application(s) for registration; “Intellectual Property Rights” means any and all worldwide rights in Intellectual Property including any and all such rights existing under patent law, copyright law, trademark law, trade secret law, unfair competition law, moral rights law, publicity rights law, privacy rights law, and any and all other similar proprietary rights including (i) any patents, pending patent applications and rights to file applications for inventions, including all rights of priority and all rights in continuations, continuations-in-part, divisions, re-examinations, re-issues and other derivative applications and patents; (ii) all copyright and all rights of authorship, including all registrations and applications for registration of copyright and all rights to file applications for registration thereof; (iii) all registrations and applications for registration of trademarks and service marks; (iv) all industrial designs, design patents, design registrations, pending patent and design applications and rights to file applications therefore including all rights of priority and rights in continuations, continuations in part, divisions, re-examinations, re-issues and other derivative applications, registrations and patents; “Losses” means all damages, losses, liability (whether accrued, actual contingent, latent or otherwise), costs, fees and expenses (including interest, court costs and reasonable fees and expenses of lawyers, accountants and other experts and professionals); “OREA Member” means a member of any class of membership of OREA; “Person” means an individual, partnership, corporation, trust, incorporated association, joint venture, governmental

authority or other entity; “Term” shall have the meaning ascribed in Section 11(a) hereof; “Transaction” means a disposition or acquisition or transaction in real estate by sale, purchase, agreement for purchase and sale, exchange, option, lease, rental or otherwise, any offer or attempt to list real estate for the purpose of such disposition, acquisition or transaction and any act, advertisement, conduct or negotiation, directly or indirectly in furtherance of any such disposition, acquisition, transaction, offer or attempt; “Update” means a release of the Forms and Clauses (in whole or in part) which contains updates, changes, corrections, additions, deletions or enhancements to the Forms and Clauses; “Use” means in respect of Forms and Clauses and Compiled Forms the right to produce, reproduce, distribute such forms, the right to modify and amend such forms and the right to use such form in Transactions; “Compiled Forms” means a combination of the Forms and Clauses and User Content as compiled and completed by an Account Holder, jointly or severally with Collaborators (in whole or in part), during a Transaction;





