

Effective: January 1, 2023

Welcome to Pre-construction Condos Portal WWW.NEWGTACONDOS.COM owned by Right At Home Realty Investment Group Brokerage (further, “RAHRIGB”) and located online at <https://newgtacondos.com>, including applicable sub-domains, related software applications, data, SMS, APIs, email, chat and telephone correspondence, buttons, widgets and ads (collectively, all of these items shall be referred to herein as the “Services”; more generally, the website and mobile properties shall hereinafter be referred to herein as “websites”).

The Services are offered to you conditioned upon your acceptance of the terms, conditions, and notices set forth below (collectively, “Terms”). By accessing or using the Services, you agree to be bound by these Terms and represent that you have read and understood its terms. Please read these Terms carefully, as it contains information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes. If you do not accept all of these terms and conditions, you are not authorized to use the Services.

1. REAL ESTATE AGENTS

These Terms do not apply to your use of the websites of our independent real estate sales agents (collectively, the “Parties”). You acknowledge and agree that the Parties operate independently of RAHRIGB. Please see our Privacy Notice for further details regarding the ways in which we disclose your personal information to RAHRIGB Parties.

2. ACCESS TO AND USE OF SERVICES

Access to the Services

As a condition of your right to use our Services, you represent that you are of legal age to enter into a binding contract and that you are not a person barred from visiting the Services or accessing the content available on the Services under any applicable laws. If you are under the age of majority in your province of residence of either 18 or 19, depending on the province (a “minor”), you may use our Services only with parental supervision. If you, as a parent, allow a minor that you are responsible for to use the Services, you recognize that you are fully responsible for providing confirmation of assent to these Terms and our Privacy Notice, controlling the minor’s access to and use of the Services, and the online conduct of the minor.

Creating an Account on the Services

Our Services allow you to save searches for real estate, save properties, sign up for alerts, access real estate resources, as well as perform other functions we may add from time to time.

You may choose to create an account on our Services, and in some cases, you may need to create an account to access certain resources you may wish to use. When you create an account, you will be asked to provide certain registration details or other information, as more particularly described in our Privacy Notice. It is a condition of your use of the Services that all of the information you provide on the Services is correct, current, and complete.

You acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your account, username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so others cannot view or record your password or other personal information. *For clarity, you are entirely responsible for maintaining the confidentiality of your username and password and for any and all activities that are conducted through your account.*

Communications with RAHRIGB Parties

If you create an account on our Services, you may be referred to one or more RAHRIGB Parties in your local area and/or your area(s) of interest. If you request to be contacted by a RAHRIGB Party (including an independent real estate sales agent or brokerage office) or otherwise request information or services that require the involvement of a RAHRIGB Party, we will disclose the personal information you provide to the appropriate RAHRIGB Party to satisfy your request. Our personal information disclosure practices are further described in our Privacy Notice.

3. THIRD-PARTY WEBSITES, SERVICES, RESOURCES AND CONTENT

The Services are intended primarily for informational purposes. The Services may provide links to third-party websites, services, resources and content for your convenience only. We are not responsible for third party websites or the accuracy, sufficiency, quality, correctness, reliability, veracity or completeness of any third-party websites, resources, content or services provided on or through such websites. The inclusion of any links on the Services to any third-party websites, services, resources or content does not imply that we either monitor or endorse such websites, services,

resources or content. Please be aware that any third-party websites are not governed by these Terms and are governed by separate terms and conditions and privacy policies. Your use of third-party websites is at your own risk and we encourage you to be aware of this risk when you click on any links that direct you to leave the Services. Your dealings with any third party, and any terms, conditions, representations, or warranties associated with those dealings, are solely between you and that third party and do not involve us. This includes any dealings with a RAHRIGB Party. You should make whatever investigations that you deem reasonable, necessary or appropriate before contacting, hiring, purchasing products or services from, or otherwise engaging with any third party, including any RAHRIGB Party.

For clarity, and without limiting the generality of the above warning, please note that the following websites are owned and operated independently by third parties:

- the websites, social media accounts and other online platforms of all RAHRIGB Parties, namely our independent real estate sales agents;
- the websites of any of our service providers or commercial partners who have a relationship with us, such Google. Please note that some of these service providers and/or partners may be permitted to display our name, trademark and/or logos on their websites, but this does not mean that we operate or are responsible for that website.

You acknowledge and agree that we are not responsible for the manner in which you choose to interact with the providers of any third-party websites, services, content or resources that are available via link through the Services, including any third party's compliance with applicable laws governing the collection, use, disclosure and processing of personal information and/or the sending of marketing or other commercial electronic messages. We are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to have been caused by or in connection with the use of or reliance upon any information, resources, content, goods, or services available on or through any third-party websites or linked resources.

We reserve the right to terminate access to any third-party website, services, resources or content that is available on or through the Services at any time, for any reason or no reason, as determined in our sole discretion.

4. PRICE ESTIMATES INFORMATION

Overview

Our Services may include provision of high and low estimated values for certain residential properties and/or certain additional information or utilities derived from or otherwise leveraging such estimated values (collectively, "Price Estimates"). Price

Estimates are provided by third party service providers and real estate developers, and subject to terms and conditions set out in this section 4. These terms and conditions that apply in addition to the other terms and conditions in these Terms. In the event of an inconsistency between a term or condition contained in this section and one contained elsewhere in these Terms, the term or condition contained in this section 4 shall govern.

Rules and Restrictions re: Price Estimates

You acknowledge and agree as follows:

- Price Estimates may only be used by and through products and services provided on the Services;
- Price Estimates may only be used for your personal and non-business use in evaluating properties, and without derogating from the foregoing, may not be used for any business use, sale, external distribution, license or sublicense, whether or not for a fee;
- some or all of the Price Estimates may be based on information obtained from the public and collected by the provinces of Alberta, Manitoba and/or Ontario, and the British Columbia Assessment Authority;
- you will comply with all applicable laws, including without limitation any privacy and access to information laws, relating to the use of the Price Estimates.

Representations, Warranties, Disclaimers, and Limitation of Liability

OTHER THAN RAHRIGB'S EXPRESS WARRANTIES SET OUT HEREUNDER, YOU ACKNOWLEDGE AND AGREE THAT RAHRIGB, ITS AFFILIATES AND THEIR RESPECTIVE AGENTS, EMPLOYEES AND REPRESENTATIVES MAKE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE RAHRIGB INTELLECTUAL PROPERTY (AS DEFINED BELOW) AND THAT THE RAHRIGB INTELLECTUAL PROPERTY IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS INCLUDING WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ACCURACY, CORRECTNESS, COMPLETENESS, EFFECTIVENESS, CURRENCY, RELIABILITY, SECURITY, OPERATION FREE OF INTERRUPTION, TECHNOLOGICALLY HARMFUL INTRUSIONS, DENIAL OF SERVICE ATTACKS, VIRUS, OR OTHER ERRORS OR EVENTS CAUSED BY OR INTRODUCED THROUGH THE INTERNET, OR THOSE ARISING BY LAW OR BY USAGE OF TRADE OR COURSE OF DEALING. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE RAHRIGB INTELLECTUAL PROPERTY AND ANY DERIVATIVE PRODUCTS IS ASSUMED BY YOU. YOU FURTHER ACKNOWLEDGE THAT RAHRIGB, ITS AFFILIATES AND

THEIR RESPECTIVE AGENTS, EMPLOYEES AND REPRESENTATIVES SHALL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OF REVENUE, PROFIT OR SAVINGS, LOST OR DAMAGED DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF RAHRIGB, ITS AFFILIATES OR THEIR RESPECTIVE AGENTS, EMPLOYEES AND REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR CLAIMS OF ANY NATURE BY A THIRD PARTY AGAINST RAHRIGB, ITS AFFILIATES OR THEIR RESPECTIVE AGENTS, EMPLOYEES AND REPRESENTATIVES.

THE MAXIMUM AGGREGATE LIABILITY OF RAHRIGB, ITS AFFILIATES AND THEIR RESPECTIVE AGENTS, EMPLOYEES AND REPRESENTATIVES TO YOU OR ANY OTHER PERSON FOR ANY CAUSE WHATSOEVER RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES ACTUALLY PAID BY YOU TO WHICH THE CLAIM RELATES, IF ANY, IN THE 12 MONTHS PRECEDING THE DATE OF ANY CLAIM, OR, IF NO FEE HAS BEEN PAID, \$1.00.

YOU ACKNOWLEDGE THAT RAHRIGB ACCESSES RECORDS FILED WITH CERTAIN SUPPLIERS AND THE TERMS OF THE PRIOR TWO PARAGRAPHS ARE INCLUDED FOR THE BENEFIT OF, AND CAN BE RELIED ON BY, SUCH SUPPLIERS. THIS SECTION SHALL APPLY WHETHER OR NOT LIABILITY RESULTS FROM A BREACH OF A TERM OR CONDITION OR A FUNDAMENTAL BREACH OF THIS AGREEMENT.

Indemnification of RAHRIGB

You agree to indemnify, defend and save RAHRIGB's suppliers harmless against any claims that arise due to your use of the Price Estimates, or from any breach of your obligations hereunder, and you shall pay the resulting costs, damages, reasonable legal fees, penalties and expenses of any kind whatsoever finally awarded.

Confidentiality, Maintenance of Records, Inspection and Audit

The confidentiality of any material or information provided to you by RAHRIGB under this Agreement, including confidential information concerning RAHRIGB, may be subject to the provisions of applicable protection of privacy and access to information legislation. For the purposes of such applicable law, you agree that disclosure of the Price Estimates or any confidential information concerning RAHRIGB or the Price Estimates could reasonably be expected to significantly prejudice the competitive position of RAHRIGB in the marketplace or interfere significantly with other contractual negotiations of RAHRIGB. In the event that a request for all or part of any material or

information provided to you, or Price Estimates is made to you pursuant to applicable law, you shall provide notice of such a request to RAHRIGB within 3 business days of the request being made, and shall co-operate with RAHRIGB in handling such a request. You shall maintain complete and accurate records relating to this Agreement and in particular relating to the use of the Price Estimates and the RAHRIGB Intellectual Property, including without limitation your compliance with the privacy, access to information and confidentiality provisions above. Such records shall be open for inspection or audit by RAHRIGB or its suppliers or their agents and representatives, at the expense of RAHRIGB, during normal business hours upon reasonable prior written notice and you shall maintain all such records for a period of at least 5 years after the termination or expiration of this Agreement. RAHRIGB shall have the right to make copies of such records at its own expense.

5. MODIFICATIONS, TERMINATIONS AND SUSPENSIONS

Availability and Currency of the Services

You are solely responsible, at your own expense, for obtaining and maintaining all Internet access, computer hardware, and other equipment and services needed to access and use the Services. If you access the Services through a mobile device, you are solely responsible for all related costs and charges associated with such access.

We may revise, supplement or delete information, content, services and resources contained on and available through the Services and reserve the right to make such changes without prior notification to you. We will not be liable if we choose to exercise these rights. *You acknowledge and agree that we do not guarantee continuous, uninterrupted availability of the Services, secure access to our Services, or that operation of our Services will be uninterrupted or error free.*

Internet, Software and Computer Viruses

Due to the inherent technical limitations of the Internet, Internet software or transmission problems could produce inaccurate or incomplete copies of information, content and other materials contained on the Services. Due to the ability of third parties to share certain information, content and materials, computer viruses or other destructive programs may also be downloaded inadvertently from the Services or transmitted inadvertently through the Services. We recommend that you install appropriate anti-virus or other protective software. You understand that usage of our Services may be interfered with or adversely affected by numerous factors or circumstances outside of our control. *You acknowledge and agree that we are not responsible or liable for any*

software, computer viruses, or other destructive, harmful, or disruptive files or programs that may infect or otherwise affect the use of your computer equipment or other property on account of your access to or use of the Services or your downloading or otherwise acquiring any content, data or information on or through the Services.

Termination and Suspensions

We reserve the right to terminate your access to the Services, any component of the Services or any content, resources, information or data available on or through the Services, including any permissions or licenses granted to you to access or use same, for any or no reason, including if:

- you are in breach of any of these Terms or any applicable laws;
- any applicable law restricts or precludes the collection, use, access to and/or licensing of the Services or any content;
- any of our licensors or their suppliers, including, without limitation, RAHRIGB and its suppliers, terminates its right to sublicense access to or use of the relevant Services or content;
- RAHRIGB or any of its licensors or their suppliers is required to disclose or release any intellectual property, including without limitation, RAHRIGB's intellectual property, relating to the Services or Content, in whole or in part, under an order or decision of a court, tribunal or other authority of competent jurisdiction (including without limitation, an order under the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) or other legislation), which order or decision is not stayed or under judicial review; provided that RAHRIGB may elect, in lieu of termination, to cease delivery of the impacted data element only.

In the event that this Agreement is terminated you agree that you shall:

- cease using all of the Services and related content, information, data, and resources, including, without limitation, the Purchase Estimates;
- destroy any copies of the Services and/or Content, including, without limitation, the Purchase Estimates; and
- at the request of RAHRIGB or our licensors, certify that all Services and/or Content, including, without limitation, the Purchase Estimates, have been purged from all of your computer systems, and all hardcopy materials produced from the Services and/or Content, including, without limitation, the Purchase Estimates, have been destroyed.

6. PROPRIETARY RIGHTS AND LICENCES

Licence to use the Services

Subject to these Terms, we grant you a personal, limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the

Services and the features available on the Services in accordance with these Terms. We may revoke the licence granted to you at any time, in our sole discretion.

Ownership of the Services

You acknowledge and agree that the Services, including any and all intellectual property rights in or related to them, are, will be, and will remain the sole and exclusive property of RAHRIGB, our affiliates, our licensors, and their respective successors and assigns. Neither these Terms nor your use of the Services conveys or will convey to you any right, title, or interest in or in relation to the Services. All rights in and to the Services, and the intellectual property in and related to them, are expressly reserved by their owner(s), except for the limited licence that is granted to you expressly in these Terms.

Ownership of Content

You acknowledge and agree that, except for public domain material and your personal information, all content, software, code, works, information, documents, and materials on or that form part of the Services from time to time (the "Content") are protected by copyright and other laws and are, will be, and will remain the sole and exclusive property of RAHRIGB, its affiliates, its licensors, and their respective successors and assigns. All rights in and to the Content are reserved by its owner(s). Other than to the extent expressly authorized in these Terms, you may not directly or indirectly host, store, use, run, reproduce, copy, distribute, display, present, publish, transmit, broadcast, communicate to the public by telecommunication, make available, sublicense, sell, reverse-engineer, decompile, disassemble, merge or combine with other data, works or materials, translate, modify, sell, resell, lend, loan, license, sublicense, transfer, commercialize or otherwise exploit the Content, in whole or in part, or authorize any third party to do so, without the express prior written consent of its owner(s).

Ownership of Trademarks

You acknowledge and agree that any and all trademarks, company names, trade names, logos, product names, services names, services marks, certification marks, or other indicia of source that are used by RAHRIGB, its affiliates or licensors on or in connection with the Services, and all goodwill associated therewith (collectively, the "Trademarks") are and will remain the sole and exclusive property of RAHRIGB, its affiliates, its licensors, and their respective successors and assigns. All rights in and to the Trademarks are expressly reserved by their owner(s). Nothing in these Terms gives

you any right or licence to use any Trademark without the express written consent of its owner.

The trademarks MLS®, Multiple Listing Service® and the associated logos are owned by The Canadian Real Estate Association (CREA) and identify the quality of services provided by real estate professionals who are members of CREA. The trademarks REALTOR®, REALTORS® and the REALTOR® logo are controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA. The listing content is owned and licensed by The Canadian Real Estate Association and its member Real Estate Boards and Associations.

Ownership of Data

You acknowledge and agree that any and all data, performance metrics, analytics, reports, know-how, or other information related to the functionality or performance of the Services (collectively, “Data”), regardless of how, when, or by whom they are created, are, will be, and will remain the sole and exclusive property of RAHRIGB, its affiliates, its licensors, and their respective successors and assigns. You further acknowledge and agree that the Data is an original compilation protected by copyright law, RAHRIGB has dedicated substantial resources to collect, manage and compile the Data, and the Data constitutes trade secrets of RAHRIGB. All rights in and to the Data, and the intellectual property in and related to the Data, are expressly reserved by their owner(s).

Ownership of Adaptations

You acknowledge and agree that to the extent that you change, edit, adapt, update, modify, improve, create derivative works based on, combine, use, reproduce or otherwise exploit any Content, Trademarks or Data, all works, materials, media and other results and proceeds authored, created, developed or otherwise production as a result of or in connection with such activities (collectively, “Adaptations”) shall be the sole and exclusive property of RAHRIGB, its affiliates, its licensors, and their respective successors and assigns. To the extent that all right, title and interest in and to any Adaptations do not by operation of law vest in RAHRIGB, you hereby absolutely, irrevocably and unconditionally assign, transfer and convey, and agree to assign, transfer and convey your entire right, title and interest in and to the Adaptations to RAHRIGB or its respective designees, as we direct. You hereby waive absolutely, irrevocably, and unconditionally, in favour of RAHRIGB, its designees, affiliates and its respective licensees, any and all moral rights and other similar rights that you or your successors or assigns may enjoy, now or in the future, throughout the world, in relation to the Adaptations, including any right to the integrity of the Adaptations, to be

associated with it by name or pseudonym, and to control or restrain its use in association with any product, service, cause, or institution.

7. THIRD PARTY CONTENT AND FEEDBACK

Overview

Any content, information, works, or materials uploaded, posted, submitted, or otherwise made available by third parties or users of the Services and which does not originate with the RAHRIGB or its service providers or licensors ("Third Party Content") is the sole responsibility of the person who made such Third-Party Content available on or through the Services. Under no circumstances will RAHRIGB be liable in any way for any Third-Party Content made available through the Services by you or any third party or user of the Services.

Licence to Third-Party Content

By creating, submitting, uploading, publishing or otherwise making available any Third-Party Content on or through the Services, you, a user of the Services, hereby grant RAHRIGB and its affiliates a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable, sublicensable right and licence to host, store, use, run, reproduce, copy, distribute, display, present, publish, communicate to the public, communicate by telecommunication, publicly perform, transmit, broadcast, make available, and otherwise exploit in any way the Third-Party Content and Derivatives (as defined below), including all copyrights and other intellectual property rights therein and thereto, in whole or in part, in any format or media now known or later devised, for or in connection with the Services, and the business, commercial, and promotional purposes of RAHRIGB, its affiliates and its users, including providing the Services to the users of the Services in accordance with these Terms and authorizing the use of the Third-Party Content and Derivatives by those users in any way permitted by RAHRIGB and its affiliates from time to time (the "Third-Party Content Licence"). For clarity, and without limiting the foregoing, you agree that Third-Party Content Licence includes the rights to (a) modify, edit, and translate the Third-Party Content, combine and juxtapose the Third-Party Content with other content or materials, include the Third-Party Content in collective works, and create and exploit derivative works based on or including the Third-Party Content in whole or in part (collectively, "Derivatives"); and (b) use the Third-Party Content and Derivatives in association with any product, service, cause, or institution.

Waiver of Moral Rights

You hereby waive absolutely, irrevocably, and unconditionally, in favour of RAHRIGB, its affiliates and their respective licensees, any and all moral rights and other similar rights that you or your successors or assigns may enjoy, now or in the future, throughout the world, in relation to the Third Party Content, including any right to the integrity of the Third Party Content, to be associated with it by name or pseudonym, and to control or restrain its use in association with any product, service, cause, or institution.

Feedback

We welcome any feedback, comments and suggestions you may have to improve the Services ("Feedback"), either through the Services or by contacting us directly at contact@newgtacondos.com. You hereby grant RAHRIGB, its affiliates and their designees a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable and transferable licence to host, store, use, run, reproduce, copy, distribute, display, present, publish, transmit, broadcast, make available, and otherwise exploit any Feedback you submit, for any purpose, without further obligation to you. No Feedback will be subject to any obligations of confidentiality and RAHRIGB will not be liable for any future use or disclosure of such Feedback.

Third Party Content Disclaimer

We do not guarantee the quality, accuracy, appropriateness, or fitness for any purpose of any Third-Party Content. You acknowledge that the Services act primarily as conduit for facilitating user engagement with RAHRIGB Parties through the publication, dissemination, and making available of certain Third-Party Content and that all Third-Party Content posted on, transmitted through, or linked through the Services is the sole responsibility of the third party or user from whom the Third-Party Content originated. You therefore acknowledge and agree that:

- We do not control, and are not responsible for, Third-Party Content made available through the Services;
- We do not endorse any Third-Party Content made available through the Services;
- We reserve the right to review and delete any Third-Party Content at any time, in our sole discretion, for any reason, including that, in our sole judgment, such Third-Party Content violates these Terms;
- We have no obligation to screen, preview, censor, or alter any Third-Party Content;
- by using the Services, you may be exposed to Third-Party Content that is inaccurate, misleading or offensive;
- you must evaluate and make your own judgment, and bear all risks associated with the use of the Services and Third-Party Content; and
- under no circumstances will we be liable to you in any way for Third-Party Content that contains any errors, omissions, defamatory statements, or confidential or private

information, for any loss or damage of any kind incurred as a result of the use of any Third-Party Content created, submitted, accessed, transmitted, or otherwise made available on, through or in association with the Services, or for the removal of any Third-Party Content from the Services for any reason.

8. ENTITLEMENT TO EQUITABLE RELIEF

You agree that any dealings with the Services, Content, Trademarks, Data, Adaptations, Third Party Content, and Derivatives in a manner inconsistent with or in derogation of RAHRIGB's or its licensor's ownership or proprietary rights therein, by you would cause RAHRIGB and/or its licensors' irreparable harm for which monetary damages may not be a sufficient or appropriate remedy. You acknowledge and agree that in the event of a breach of these terms or conditions by you, RAHRIGB and its licensors shall be entitled to an injunction enjoining any further breach or threatened breach, in addition to any other relief to which RAHRIGB and/or its licensors may be entitled at law or in equity.

9. GENERAL RESTRICTIONS AND CODE OF CONDUCT

While using the Services you agree to comply with these Terms and all applicable laws, rules and regulations. We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of the Services and the content available on the Services. You agree not to use the Services or any content to:

- violate or encourage the violation of any local, municipal, provincial, state, federal, or international law;
- collect, use, disclose, store or otherwise process the personal information of other users of our Services;
- send any message that is unlawful, libelous, defamatory, abusive, sexually explicit, threatening, vulgar, obscene, profane, racially offensive, or otherwise objectionable, as determined by RAHRIGB in its sole discretion, or otherwise for marketing or commercial mass mailing purposes;
- infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any party;
- disrupt or interfere with the security or use of the Services or any websites or other online platforms linked to it;
- interfere with or damage the Services, including, without limitation, through the use of viruses, Trojan horses, harmful code, denial of service attacks, packet or IP spoofing, forged routing or email address information or similar methods or technology, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services;
- attempt to use another user's account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including RAHRIGB or any RAHRIGB Parties, or create or use a false identity;

- attempt to obtain unauthorized access to the Services or content or portions thereof that are restricted from general access;
- use any meta tags or any other “hidden text” utilizing the Trademarks or any trademarks or names that are similar to the Trademarks;
- attempt to reverse engineer or otherwise derive or obtain the code in any form for the Services or any software used in the Services, or otherwise access or use any of the Services or any content to create, operate or maintain any derivative products or competing services;
- market, publish, disseminate, distribute, sell, license, sublicense, rent or provide access, in whole or in part, the Services or any content to any person, whether or not for a fee, whether in hard copy, on any digital communications network, including without limitation, the internet, or in any other format, or to otherwise use same in a service bureau or timeshare service;
- engage in any activity that interferes with any third party’s ability to use or enjoy the Services; or
- assist any third party in engaging in any activity prohibited by these Terms.

Further, without our prior written consent, you may not:

- reproduce, duplicate, copy, sell, resell, engage in data mining, or exploit for any commercial purpose any content available on or through the Services or any use of or access to the Services;
- allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam);
- use any high volume, automated, or electronic means (including, without limitation, robots, spiders, scripts, or other automated devices) to access the Services or monitor or copy our web pages or the content contained thereon;
- remove any proprietary notices, labels or other rights management information from the Services;
- use any robot, spider, site search or retrieval application, or other manual or automatic device to retrieve, index, “scrape,” “data mine”, or otherwise reproduce or circumvent the navigational structure or presentation of the of the Services, without our express prior written consent;
- deep link to the Services for any purpose; or
- mirror or frame any part of the Services or any content available thereon, place pop-up windows over its pages, or otherwise affect the display of any pages of the Services.

Engaging in prohibited conduct constitutes a breach of these Terms and may subject you to civil liability or criminal prosecution under applicable laws. We reserve the right to investigate and/or terminate your account if you have violated these Terms, misused the Services, or any contain they contain, or acted in a manner that we regard as inappropriate or unlawful.

10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, RAHRIGB, AND EACH OF ITS RELATED ENTITIES, PARENTS, SERVICE PROVIDERS, LICENSORS, AND RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE “RAHRIGB PARTIES”) EXPRESSLY DISCLAIM ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, CORRECTNESS, COMPLETENESS, EFFECTIVENESS, CURRENCY, RELIABILITY, SECURITY, OPERATION FREE OF INTERRUPTION, TECHNOLOGY HARMFUL INTRUSIONS, DENIAL OF SERVICE ATTACKS, VIRUS, OR OTHER ERRORS OR EVENTS CAUSED BY OR INTRODUCED THROUGH THE INTERNET, OR THOSE ARISING BY LAW OR BY USAGE OF TRADE OR COURSE OF DEALING, RELATED TO THE SERVICES AND/OR ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICES. YOU UNDERSTAND AND AGREE THAT YOUR USE, PERFORMANCE AND RESULTS OF OUR SERVICES AND CONTENT IS ENTIRELY AT YOUR SOLE RISK. OUR SERVICES AND ALL CONTENT, PRODUCTS, EDUCATIONAL MATERIALS, AND SERVICES OFFERED THROUGH THE SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE RAHRIGB PARTIES ARE NOT RESPONSIBLE FOR THE TIMELINESS OF DELIVERY OF CONTENT, ANY FAILURES OF DELIVERY, ERRONEOUS DELETION, OR ANY LOSS OR DAMAGE OF ANY KIND YOU CLAIM WAS INCURRED AS A RESULT OF THE USE OF OUR SERVICES.

UNDER NO CIRCUMSTANCES WILL ANY OF THE RAHRIGB PARTIES BE LIABLE TO YOU OR TO ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LOSS, INJURY, LIABILITY OR DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE, PROFIT OR SAVINGS, LOST OR DAMAGED DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER) ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON ANY OF OUR SERVICES OR ANY CONTENT, PRODUCT OR SERVICE PROVIDED TO YOU THROUGH OR IN CONNECTION WITH ANY OF OUR SERVICES, INCLUDING BUT NOT LIMITED TO ANY CLAIM OF ANY NATURE BY A THIRD PARTY AGAINST ANY RAHRIGB PARTIES, THEIR LICENSORS OR THEIR RESPECTIVE AFFILIATES, AGENTS, EMPLOYEES AND REPRESENTATIVES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, OR LOSS OF DATA, GOODWILL, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY

APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS; EVEN IF ANY RAHRIGB GROUP PARTY (OR ANY RELATED PARTY, OTHER LICENSOR OR SUPPLIER) HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RAHRIGB GROUP PARTIES (EXPRESSLY INCLUDING THEIR LICENSORS AND THEIR RESPECTIVE AFFILIATES, AGENTS, EMPLOYEES AND REPRESENTATIVES) UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED ONE CANADIAN DOLLAR. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS AND CONDITIONS.

YOU ACKNOWLEDGE THAT THE WARRANTY EXCLUSIONS, LIABILITY EXCLUSIONS AND LIMITATIONS, INTELLECTUAL PROPERTY PROTECTIONS, INDEMNIFICATION AND OTHER PROVISIONS INCLUDED HERE FOR THE BENEFIT OF THE RAHRIGB GROUP PARTIES AND THEIR LICENSORS ARE INCLUDED FOR THE BENEFIT OF, AND CAN BE RELIED UPON BY, SUCH LICENSORS.

11. INDEMNIFICATION

You agree to indemnify and hold the RAHRIGB Parties (expressly including their licensors, their affiliates, and their respective officers, directors, agents and servants) harmless from any claim, loss, obligation, demand, damage, cost, liability or expense (including legal fees and disbursements) they may incur, directly or indirectly, due to or arising out of (i) your use or misuse of the Services or any content, including in any manner not permitted by these Terms, (ii) your violation of these Terms; (iii) your violation of any third party right, including any intellectual property, proprietary or privacy right; or (iv) any claim that your Third Party Content caused damage to any third party. This defence and indemnification obligation will survive the expiration or termination of these Terms.

12. COPYRIGHT DISPUTE POLICY (CANADA)

If you believe that any Content on our Services violates these Terms, violates your intellectual property rights, or is otherwise inappropriate, please report the Content via our Contact Us web form or at the address listed in the 'Contact Us' section below, or send an email to contact@newgtacondos.com. Please include the following information if you believe the content infringes your intellectual property rights:

- contact information about the claimant, including name, mailing address, and other particulars required to communicate with the claimant;
- a statement, made under penalty of perjury, that you are the owner of the copyright or other intellectual property, or are authorized to act on behalf of the owner;
- a detailed description of the intellectual property that you claim has been infringed;
- a description of the claimant's interest or rights in or to the work or other subject matter. If the claim is based on a registered work, the registration number, and the date of issuance of the registration;
- a description of the infringing material and the URL where the infringing material is located on the Services, or a description of where on our Services you found such infringing material;
- your written statement that you believe, in good faith, that the use of the work on our Services has not been authorized by the true owner of the work, its agent, or as a matter of law;
- the date and time of the commission of the claimed infringement; and
- a statement that all of the information you have provided is true.

The notice may not contain any of the following:

- an offer to settle the claimed infringement;
- a request or demand, made in relation to the claimed infringement, for payment or for personal information;
- a request or demand, made in relation to the claimed infringement, for payment or for personal information;
- any reference, including by way of hyperlink, to such an offer, request, or demand; or
- any other information that may prescribed under applicable laws or regulations.

If the notice is not compliant with these requirements, we will have no legal or other obligation to take any action in relation to the claimed infringement. If a proper *bona fide* infringement notice is received in accordance with these Terms, it is our policy to remove or disable access to the infringing material; notify the user that posted, submitted or uploaded the subject content that we have removed or disabled access to the material; and where we deem appropriate, discipline repeat offenders, in accordance with applicable laws, by suspending or terminating the offender's access to or use of the Services, in whole or in part.

13. GOVERNING LAWS

This website WWW.NEWGTACONDOS.COM is owned and controlled by Right At Home Realty Investment Group Brokerage, a Canadian limited liability company.

The laws of the province of Ontario and Canada govern these Terms and any claims arising out of or relating to use of the Services, without giving effect to any choice of law rules, and (b) the federal and provincial courts located in Toronto, Ontario, Canada will have exclusive jurisdiction for any actions brought, or claims made, arising out of your use of our Services, and you hereby waive any jurisdictional or venue claims or defenses otherwise available.

14. CHANGES TO THESE TERMS

You acknowledge and agree that we may make changes to these Terms from time to time, for any reason, in our sole and absolute discretion. The most recent version of these Terms will be posted on the Website. If the changes that we make include material changes that affect your rights and obligations, we will take reasonable steps to notify you of the changes in advance. *Your continued use of the Services after we post and/or notify you of any changes to the Terms means that you accept and agree to be bound by the Terms as amended.*

15. GENERAL TERMS

- Assignment – These Terms will be binding upon each party hereto and its successors and permitted assigns. These Terms are not assignable or transferable by you without our prior written consent. You agree that these Terms and any other agreements referenced herein may be assigned by us, in our sole discretion, to a third party in the event of a merger or acquisition or otherwise.
- Integration – These Terms (including all of the policies described in these Terms, which are incorporated herein by this reference) contain the entire understanding of the parties regarding its subject matter and supersede all prior and contemporaneous agreements and understandings between the parties regarding its subject matter.
- Waiver – No failure or delay by a party in exercising any right, power or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- Severability – If any provision of these Terms is determined by a court of law to be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent, and the invalid provision will be modified as necessary to make it valid and enforceable.

- Legal Fees – To the extent permitted under applicable law, the prevailing party in any proceeding arising from or related to this Agreement will be entitled to receive its costs, expert witness fees and reasonable legal fees, including costs and fees on appeal.
- Force Majeure – We will not be liable for any failure or deficiency in the performance or availability of the Services by reason of the occurrence of any event beyond our reasonable control, including without limitation, a labor disturbance, an Internet outage, interruption of service, communication outage, failure by a service provider, fire, terrorism, natural disaster, local disease, epidemic or pandemic outbreak, acts or orders of any governmental agency or official, or war.

16. CONTACT US

If you have any questions about these Terms, please feel free to contact us as follows:
For general questions or comments about RAHRIGB contact us at:

By email:
contact@newgtacondos.com

By mail:
Right At Home Realty Investment Group Brokerage
895 Don Mills Rd. 206 B-2, Toronto, ON M3C 1W3 Canada

Please note that RAHRIGB does not accept legal notices or service of legal process by any means other than hard copy post delivered to the address immediately above. For the avoidance of doubt and without limitation, we therefore do not accept notices or legal service deposited upon any of our affiliates or subsidiaries.