# CENTURY 21 CANADA LIMITED PARTNERSHIP
# WEBSITE TERMS OF USE

THESE TERMS OF USE CONTAIN LEGAL OBLIGATIONS. PLEASE READ THESE TERMS OF USE BEFORE USING THIS WEBSITE.

## Acceptance of these Terms of Use and any Revisions thereto

Century 21 Canada Limited Partnership ("**CENTURY 21**") provides this website (the "**Website**") to you ("**You**") subject to your acceptance of the following terms and conditions of use (these "**Terms of Use**"). By accessing or using the Website You agree to be bound by these Terms of Use without limitation or qualification. If You do not agree to be bound by these Terms of Use, You must not access or use the Website.

CENTURY 21 may, at any time, without notice or liability, revise these Terms of Use by updating this posting. You should periodically revisit this posting to review any revisions to these Terms of Use. If any revision is not acceptable to You, You must cease accessing and using the Website. If You continue to access or use the Website after any revisions are posted You will be deemed to have accepted those revisions.

## Use and Restrictions

You may access and use the Website and the information, features and services thereon (collectively, the "**Content**") only in accordance with all applicable laws and regulations and with these Terms of Use.

Subject to these Terms of Use, CENTURY 21 grants You a non-exclusive, non-transferable, revocable licence to use the Website and the Content solely for your own personal and non-commercial use. Content may only be printed, copied or saved onto your own computer for your personal and non-commercial use.

You must not, directly or indirectly, print, copy, reproduce, save onto your own computer, modify, translate, merge with other data, frame in another website, post on another website, or otherwise use the Content for any public, commercial or non-personal purpose. You must not, directly or indirectly, display, post, disseminate, distribute, publish, broadcast, transfer, sell or sublicense the Content to another individual or entity. The prohibited uses expressly include but are not limited to "screen scraping", "database scraping" and any other activity intended to collect, store, re-organize, summarize or manipulate any Content (whether via an automatic program or a manual process).

The Website and the Content are made available to You for informational purposes only and are not intended to be a substitute for professional advice, assessment and evaluation. The Website and the Content should not be relied upon as the sole basis for making a real estate purchase or selling decision.

CENTURY 21, its franchisees, brokers and sales people are not responsible or liable, directly or indirectly, in any way for the accuracy, relevancy, completeness or timeliness of the Content. You agree that all risk associated with your use of, or reliance on, any Content rests with You. You further agree that CENTURY 21, its franchisees, brokers and sales people shall not be

responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your use of, or reliance on, any Content.

**Intellectual Property Rights**

The Website and all of the Content (including the organization and layout of the Website and all software used in connection with the Website) are, and at all times remain, the property of CENTURY 21, its franchisees, brokers, sales people and/or licensors. The Website and all of the Content are protected by intellectual property rights owned by CENTURY 21, its franchisees, brokers, sales people and/or licensors. You agree to abide by all intellectual property notices, information and restrictions on, or displayed with, the Content. Note that any Content owned by CENTURY 21's franchisees, brokers, sales people or licensors may be subject to additional restrictions.

Certain names, graphics, logos, icons, designs, words, titles and phrases on the Website constitute trade-marks (whether registered or unregistered), trade names or other intellectual property of CENTURY 21, its franchisees, brokers or sales people (the "**CENTURY 21 IP**") or third parties (the "**Third Party IP**"). CENTURY 21, its franchisees, brokers or sales people are, and at all times remain, the sole owner of the CENTURY 21 IP.

The display of the Content, the CENTURY 21 IP and the Third Party IP on the Website does not convey or create any licence or other rights in any of the Content, the CENTURY 21 IP or the Third Party IP. You acknowledge and agree that You do not acquire:

1. any ownership rights in any of the Content, the CENTURY 21 IP or the Third Party IP;
2. any right to use any of the Content, the CENTURY 21 IP or the Third Party IP for commercial purposes including sale, resale, licence or sublicense; or
3. any right to reproduce, distribute, display, post, disseminate, publish, broadcast, or transfer any of the Content, the CENTURY 21 IP or the Third Party IP.

Use of any of the Content, the CENTURY 21 IP or the Third Party IP, without the prior written consent of CENTURY 21, or the applicable franchisee, broker, sales person, licensor or third party, is strictly prohibited.

**Third Party Websites and Content Linked to the Website**

The Website may contain links to third party websites or content posted on third party websites (the "**Links**"). CENTURY 21 provides the Links only as a convenience to help You identify and locate other Internet resources that may be of interest.

You acknowledge that in providing the Links CENTURY 21:

1. does not endorse any third party website or content accessible via the Links;
2. does not act as an editor, publisher or disseminator of any content accessible via the Links and does not control or monitor any third party website;
3. does not make any representation or warranty of any kind regarding the Links;
4. is not responsible, directly or indirectly, in any way for the accuracy, relevancy, completeness, timeliness or legality of any content accessible via the Links; and
5. is not responsible, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your use of, or reliance on, any of the Links.

You agree that You are solely responsible for:

1. taking all protective measures to guard against viruses and other destructive elements;
2. abiding by the terms and conditions of use and the privacy policies posted at the third party websites; and
3. evaluating the content accessible via the Links and bearing all risks associated with your use of, and reliance on, any such content.

**Links to the Website on Third Party Websites**

If You want to include a link to the Website on your website (the "**Third Party Link**"), You must:

1. provide CENTURY 21 with prior written notice describing the nature and features of your website and the proposed appearance and location of the Third Party Link; and
2. obtain the prior written consent of CENTURY 21 to establish the Third Party Link and abide by any terms and conditions required by CENTURY 21 as part of its consent.

CENTURY 21 may at any time, in its sole and absolute discretion, revoke its consent to establish a Third Party Link, with or without cause, upon reasonable notice to You. Upon exercise of this right by CENTURY 21, You must immediately remove all of your links to the Website and must cease all use of the CENTURY 21 IP. If You refuse or neglect to remove all of your links to the Website or to cease using the IP, You acknowledge that such refusal or neglect will result in immediate and irreparable damage to CENTURY 21 and that CENTURY 21 shall be entitled to relief in the way of temporary and permanent injunctions and such other and further relief as a court may deem just and proper.

CENTURY 21 is not responsible or liable, directly or indirectly, in any way for any content available on a third party website that has established a link to the Website.

**Registration, Account and Password**

Certain Content on the Website may require registration or subscription. Should You choose to register or subscribe for any such Content, You agree to provide accurate and current information about yourself as required by the relevant registration or subscription process and to promptly update such information as necessary to ensure that it is kept accurate and complete.

You agree to be responsible for:

1. maintaining the confidentiality of any passwords or other account identifiers which You choose or are assigned as a result of any registration or subscription process; and
2. all activities that occur under your account or password.

You further agree to:

1. notify CENTURY 21 immediately of any unauthorized use of your password or account; and
2. ensure that You log out of your account and close your browser window upon completing your use of the Website.

CENTURY 21 shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section of these Terms of Use.

**Content Supplied by Users**

The Website may provide various services that permit You and other users to submit, upload, post or otherwise make available, and/or store, Content on the Website and that may or may not be viewed by You or other users.

You agree not to post and/or store any Content on the Website that:

1. defames, libels, abuses, harasses, threatens or otherwise violates the legal rights of third parties;
2. constitutes, advocates or encourages conduct that would constitute a criminal offence or give rise to civil liability, violates these Terms of Use or is otherwise objectionable, offensive, inappropriate or unlawful, as determined by CENTURY 21 in its sole and absolute discretion;
3. is protected by intellectual property rights owned by third parties without the express permission from the owner or rights holder;
4. solicits passwords or personal identifying information from any user;
5. contains a virus or other harmful component or creates a virus or other harmful component;
6. impersonates another individual or entity or implies an affiliation with, or endorsement by, CENTURY 21, its franchisees, brokers or sales people;
7. contains advertising or which engages in commercial activities and/or sales; or
8. disseminates promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation.

You agree that all communications sent by You or Content provided by You are on a non-confidential and non-proprietary basis. You acknowledge that the Website is not a secure medium for communication except where indicated. You agree that CENTURY 21 is free to use your communications and Content including, without limitation, any ideas, inventions, concepts, techniques or know-how disclosed therein, for any purpose including, without limitation, developing, manufacturing and/or marketing goods and services. You grant CENTURY 21 a sub-licensable, perpetual, non-exclusive, worldwide, royalty-free licence to link to, use, copy, display, disseminate, reproduce, transmit, modify and prepare derivative works of, any communications sent by You or Content provided by You. CENTURY 21 agrees to use all of your communications and Content in accordance with CENTURY 21's Website Privacy Policy.

You agree not to assert any ownership right of any kind in your communications and Content (including, without limitation, copyright, trade-mark, patent, unfair competition, moral rights, or implied contract). You hereby waive the right to receive any financial or other consideration in connection with your communications and Content including, without limitation, acknowledgement of You as the source of such communications and Content.

You acknowledge that You, not CENTURY 21, have full responsibility for your communications and Content including but not limited to, its legality, reliability,

appropriateness, originality and copyright ownership. You agree to pay for all royalties, fees, damages and any other monies owing any third party by reason of any posting and/or storage of Content by You on the Website.

CENTURY 21 may investigate, review or monitor Content that is posted and/or stored on the Website. However, CENTURY 21 is under no obligation to do so and will not assume liability or responsibility for any Content posted and/or stored by users on the Website. CENTURY 21 has the right to refuse, move or remove any Content that is posted and/or stored by users on the Website without notice, without cause and for any reason. CENTURY 21 may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at CENTURY 21's discretion, CENTURY 21 will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Website.

**Disclaimers**

You expressly understand and agree that:

1. The Content and the Links are provided for informational purposes only and should not be relied upon as professional advice or as a guarantee or warranty in respect of a real estate purchase or sale.
2. The Website, the Contents and the Links are provided on an "AS IS" and "AS AVAILABLE" basis.
3. Any use of, or reliance on, the Website, the Contents and/or the Links is at your sole risk.
4. CENTURY 21, ITS FRANCHISEES, BROKERS AND SALES PEOPLE DO NOT MAKE ANY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW EXPRESSLY DISCLAIM ALL, REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE WEBSITE, THE CONTENT AND/OR THE LINKS INCLUDING, WITHOUT LIMITATION:
    a. WARRANTIES OR CONDITIONS OF TITLE AND NON-INFRINGEMENT;
    b. IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND SUITABILITY FOR A PARTICULAR PURPOSE;
    c. WARRANTIES OR CONDITIONS THAT THE CONTENT WILL BE USEFUL OR MEET YOUR REQUIREMENTS OR EXPECTATIONS, THAT THE CONTENT WILL BE AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE OF DEFECTS, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE RESULTS THAT MAY BE OBTAINED THROUGH USE OF THE WEBSITE WILL BE COMPLETE, ACCURATE OR RELIABLE;
    d. WARRANTIES OR CONDITIONS AS TO PRIVACY OR SECURITY; AND
    e. WARRANTIES OR CONDITIONS ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, WITH RESPECT TO THE WEBSITE, THE CONTENT OR THE LINKS

5. No advice or information, whether oral or written, obtained by You from CENTURY 21, its franchisees, brokers or sales people or from the Website, shall create any warranty not expressly stated in these Terms of Use.

**Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT WILL CENTURY 21, ANY OF ITS FRANCHISEES, BROKERS, SALES PEOPLE, AFFILIATES, SUBSIDIARIES OR LICENSORS AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HAVE ANY RESPONSIBILITY OR LIABILITY IN CONNECTION WITH THE WEBSITE FOR ANY LOSS OR DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT, NEGLIGENCE OR OTHER LEGAL BASIS, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OF OR ACCESS TO, OR ANY INCONVENIENCE, DELAY OR LOSS OF USE OF OR ACCESS TO, THE WEBSITE, ANY CONTENT OR ANY LINKS OR FAILURE OF THE WEBSITE OR ANY LINKS (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES SUFFERED AS A RESULT OF OMISSIONS OR INACCURACIES IN THE WEBSITE, ANY CONTENT OR ANY LINKS OR THE TRANSMISSION OF CONFIDENTIAL OR SENSITIVE INFORMATION TO OR FROM THE WEBSITE OR ANY LINKS). THESE LIMITATIONS APPLY EVEN IF THE PARTY LIABLE OR ALLEGEDLY LIABLE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS OR IF SUCH LOSS OR DAMAGE WAS FORESEEABLE.

You expressly acknowledge that CENTURY 21 is entering into these Terms of Use and is making the Website, Content and Links available to You in reliance upon the limitations and exclusions of liability and the disclaimers set forth herein and that the same form an essential basis of the contract between You and CENTURY 21. You expressly agree that the limitations and exclusions of liability and the disclaimers set forth herein will survive, and continue to apply in the case of, a fundamental breach or breaches, the failure of essential purpose of contract, the failure of any exclusive remedy or the termination or suspension by CENTURY 21 of your use of, or access to, the Website.

**Guarantees**

You represent and warrant that:

1. You are an individual and over the age of majority in the jurisdiction in which You are resident.
2. You are using the Website in a jurisdiction where access to, or use of, the Website (or any part thereof) is not prohibited or illegal.
3. You will use the Website only for your personal and non-commercial use and only as authorized by these Terms of Use.
4. You are fully able and competent to enter into, and abide by, these Terms of Use.
5. You own all Content submitted to or stored on the Website or otherwise have the right to grant the licence to CENTURY 21 set forth in these Terms of Use with respect to your communications and Content.

6. The posting and/or storage of your Content on the Website does not violate the privacy rights, publicity rights, trade-mark rights, copyrights, contract rights or any other rights of any third party.

**Indemnity**

You agree to defend, indemnify and hold harmless each of CENTURY 21, its franchisees, brokers, sales people, affiliates, subsidiaries and licensors and each of their respective directors, officers, employees, and agents, including all third parties mentioned on the Website, from and against any and all claims, actions or demands, including, without limitation, reasonable legal and accounting fees, resulting from or related to, or alleged to result from or relate to:

1. your breach of any of these Terms of Use;
2. your access to, use of or reliance on the Website and/or any of the Content, and/or any of the Links; or
3. your communications or dealings with any third parties mentioned on the Website.

**Changes to the Website**

CENTURY 21 may, at any time without notice or liability, and for any reason whatsoever, change, suspend or terminate any aspect of the Website including, without limitation, any of the Content and any of the Links. CENTURY 21 reserve the right, in its sole discretion, to correct any errors or omissions in any portion of the Website at any time without notice or liability, but does not have a duty to do so.

**Choice of Law**

You agree that all matters relating to the use of the Website, including without limitation, any of the Content and/or any of the Links shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without reference to conflict of law principles. CENTURY 21 and You each agree to submit to the exclusive jurisdiction of the courts of the Province of British Columbia and to waive any objections based upon venue.

**Privacy**

Any of your personal information which CENTURY 21 collects via the Website is subject to CENTURY 21's Website Privacy Policy which is available at www.century21.ca and is incorporated by reference into these Terms of Use.

**General**

These Terms of Use constitute the entire agreement between CENTURY 21 and You with respect to your use of the Website including, without limitation, any of the Content and/or any of the Links. These Terms of Use supersede all prior communications, representations or agreements, either oral or written, between CENTURY 21, its franchisees, brokers, sales people or licensors and You with respect to the Website. Additional terms and conditions may apply when You use Content provided by any other user or third party or any of the Links.

If any section (or part thereof) of these Terms of Use is determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining sections (or parts thereof) of these Terms of Use, which shall remain in full force

and effect. CENTURY 21's failure to insist upon or enforce strict performance of any section of these Terms of Use or any right shall not be construed as a waiver of any such section or right.

These Terms of Use shall enure to the benefit of CENTURY 21 and its franchisees, brokers, sales people, subsidiaries and affiliates. CENTURY 21 may assign its rights and duties under these Terms and Conditions at any time without notice to You. You may not assign your rights and duties under these Terms of Use to any individual or entity at any time.

**Termination**

You acknowledge and agree that CENTURY 21 may, at any time without notice, in its sole and absolute discretion and without cause, suspend or terminate:

1. your use of, or access to, the Website including, without limitation, any of the Content and/or any of the Links; or
2. any of your registrations or subscriptions with the Website.

Upon suspension or termination, CENTURY 21 may remove and discard any Content related to You or your use of the Website and You must discard any link You maintain from your website to the Website. You agree that CENTURY 21 will not be liable to You or any other individual or entity as a result of any such suspension or termination.

**Contacting CENTURY 21**

Any communications to CENTURY 21 in regards to these Terms of Use and/or the Website, may be made to:

| **Century 21 Canada Limited Partnership** | |
|---|---|
| **Attention:** | Privacy Officer |
| **Address:** | 700-1199 West Pender Street<br>Vancouver, BC<br>V6E 2R1 |
| **Phone:** | (604) 606-2100 |
| **Fax:** | (604) 606-2125 |
| **Email:** | privacy@century21.ca |