

LEGAL TERMS AND CONDITIONS

Welcome to the GeoWarehouse® Online Service (the "Site"). **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.** Wherever used herein, "Teranet" means Teranet Inc. (referred to as "Teranet," "we," "us," or "our" herein) and the "Teranet Group" means Teranet and Teranet's related or affiliated entities, suppliers and licensors, and their respective directors, officers, employees, consultants, representatives and agents. "Agreement" means a combination of these Legal Terms and Conditions and the Subscription Application approved by Teranet. The GeoWarehouse Online Service Application Form is available on the Site. "You" and "your" means the subscriber identified on the GeoWarehouse Online Subscription Application form (the "Subscription Application"). "User" means a person, at least eighteen (18) years of age designated by you on the Subscription Application, which user may access, browse and use the Site on your behalf using a user ID and password provided by Teranet. These Legal Terms and Conditions shall take priority over all attachments to the Agreement, including the Subscription Application, except as otherwise expressly set out in the Legal Terms and Conditions.

By accessing, browsing and using this Site and its content, you and your Users are signifying consent to be bound by the Agreement. If you or your users do not agree to the Agreement, including the Legal Terms and Conditions, please exit this Site.

1. RESTRICTIONS ON ACCESS

USERS THAT ARE ACCESSING THIS SITE UNDER A SUBLICENSE AGREEMENT WITH A REAL ESTATE BOARD MUST BE A REAL ESTATE BROKER OR SALES PERSON REGISTERED WITH THE REAL ESTATE COUNCIL OF ONTARIO OR A PERMANENT EMPLOYEE OF A REAL ESTATE BOARD.

User groups whose primary commercial activity consists of any of the following: financial institutions, government agencies, credit bureaus or reporting agencies, collection agencies, lawyers, law firms, paralegal service firms, conveyancers, mortgage brokers, investment analysts, marketing companies, mapping or geospatial services companies, Multiple Listing Service ("MLS®") system vendors, software developers, re-marketers, re-sellers, assemblers, wholesalers or distributors of information or data products, media companies, appraisers, surveyors, retailers or honorary members of the Board may not access this Site under a Real Estate Board Sublicense Agreement.

2. RESTRICTIONS ON USE OF MATERIALS

THE INFORMATION CONTAINED WITHIN THIS SITE IS TO BE USED FOR INTERNAL BUSINESS PURPOSES ONLY. UNAUTHORIZED COLLECTION OR REDISTRIBUTION OF SITE DATA OR IMAGERY MAY RESULT IN TERMINATION OF THE AGREEMENT.

REAL ESTATE BOARD SUBLICENSEES MAY ONLY USE THIS SITE FOR REASONS THAT ARE DIRECTLY RELATED TO THE BUSINESS OF TRADING IN REAL ESTATE IN ONTARIO, NAMELY, THE DISPOSITION OR ACQUISITION OF OR TRANSACTION IN REAL ESTATE AND THE PREPARATION OF ANY OFFER TO LIST REAL ESTATE IN CONNECTION WITH SUCH A DISPOSITION OR TRANSACTION AND FOR NO OTHER PURPOSE WHATSOEVER.

This Site is a service of Teranet which is controlled and operated by Teranet. All content included on this Site, such as text, graphics, logos, button icons, images, audio and video clips, software (as defined below), materials, information, products and services, (collectively, "Content") is the property of Teranet, or other parties that have licensed their materials to Teranet, and is protected by Canadian and international copyright laws. You shall not otherwise copy, adapt, publish, compile, create derivative products (the "Derivative Products") in any manner in any format. Unless otherwise expressly stated, no Derivative Products, no Content from this Site or any content on any website owned, operated, licensed or controlled by Teranet may be copied, reproduced, republished, uploaded, posted, transmitted, framed, commercially exploited or distributed in any way or by any means whatsoever. Where expressly permitted hereunder you and/or your Users may download or print one copy of certain of the Content for your personal, non-commercial use only and in accordance with purposes that may be set out in the Subscription Agreement and/or posted on the Site, provided all copyright and other proprietary notices are maintained. Any other use by you and your Users must be agreed to in advance and in writing by Teranet. Modification of the Content or use of the Content for any other purpose (including use of any such content on any other website or networked computer environment) is a violation of copyright and other proprietary rights. You may not use the Site, the Derivative Products and Content for any unauthorized, improper or illegal purpose or in connection with

the commission of any criminal or otherwise illegal act. You and your Users agree to abide by all copyright notices, information and restrictions contained in any Content on the Site and any content accessed through the Site.

"GeoWarehouse" and the "GeoWarehouse design" and "Ontario Mortgage Insight" ("OMI") are trademarks of Teranet. "POLARIS" and Teranet are registered trademarks and the Gateway design is a trademark of Teranet used under license. Other trademarks or trade names mentioned herein are the trademarks or trade names of their respective owners and are used under license.

In the event you and/or your Users download software from the Site, the software, including any files, images incorporated in or generated by the software and data accompanying the software (collectively, the "Software") are licensed to you by Teranet. The license is personal, non-exclusive, non-transferable and non-assignable. Title to the Software is not being transferred to you. You own the medium on which the Software is recorded, but Teranet, or others, retain full and complete copyright in and title to the Software and all other intellectual property rights therein. You and your Users may not redistribute, sell, decompile, reverse-engineer or disassemble the Software.

3. TERMINATION AND SUSPENSION

- (a) This Agreement is effective until it is terminated by you or Teranet.
- (b) You may terminate this Agreement or disable a user ID and password at any time by contacting Teranet customer support. A User may disable its assigned user ID and password at any time by contacting Teranet customer support. Information on how to contact Teranet customer support is available on the Site.
- (c) Teranet may terminate this Agreement and/or disable a user ID and password immediately on notice to you at any time.
- (d) This Agreement will terminate immediately without notice to you from Teranet if, in Teranet's sole discretion, you or a User fail to comply with any material term or provision hereof or if Teranet believes that you have or a User has, by conduct, violated any applicable law or are acting contrary to the interests of Teranet.
- (e) For clarity, a suspension hereunder does not constitute termination of this Agreement and you shall continue to be bound by the terms hereof during the period of such suspension. If your account has been suspended you may not access the Site through the use of an account. All of the provisions of this Agreement shall survive termination of this Agreement and you and your Users agree to remain bound by those provisions that survive termination of this Agreement. Termination of this Agreement shall include disablement of all IDs and passwords provided to you and your Users.

Upon termination of this Agreement, You and your Users must permanently erase or otherwise destroy the Content and all copies made of same and, at the request of Teranet, provide Teranet with written certification that these actions have been carried out.

4. DISCLAIMER

Unless otherwise provided, the Site and Content on this Site are provided on an "as is" and "as available" basis and without warranties of any kind, either express or implied, statutory or otherwise. To the fullest extent permitted by applicable law, the Teranet Group disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the Site and Content contained thereon and content accessible there from and any website with which the Site is linked. The Teranet Group does not warrant the functions, and links contained on the Site or that the Content will meet your requirements of you and your users, that the Site, or the Content, are fit for any particular purpose or that the operations of the network over which the Site and Content is made available, or the Content will be uninterrupted or error-free or accurate, that defects will be corrected, or that the Site or the server(s) that makes the Site and the Content available are free of viruses, worms or other harmful components. The Teranet Group does not warrant or make any representations regarding the use or the results of the use of the Content (including, without limitation, services for the transfer of information and data) on the Site in terms of its correctness, accuracy, reliability, security or otherwise. You (and not the Teranet Group) assume the entire cost to you and your Users of any necessary servicing, repair or correction. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you and your Users.

The Site is controlled and operated at offices in Toronto, Ontario, Canada. Certain Content may be hosted on computers in other jurisdictions. The Teranet Group makes no representation that the Site or Content on the Site is appropriate or available for use in other locations. If you or your Users choose to access this Site and the Content from other locations, you and your Users do so on your and their own initiative and you and your Users are responsible for compliance with local laws, if and to the extent local laws are applicable.

5. LIMITATION OF LIABILITY

Under no circumstances, including, but not limited to, negligence, shall the Teranet Group or its suppliers be liable for any direct, indirect, special, consequential or other damages that result from the use of, or the inability to use, the Site and the Content on the Site, even if Teranet, or a Teranet authorized representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you and your Users. In no event shall the Teranet Group's total aggregate liability to you and your Users for all damages, losses, and causes of action (whether in contract, tort, including but not limited to negligence, or otherwise) exceed the lesser of: (a) CDN\$10,000 (provided that in the case of Teranet suppliers, that amount shall be \$1.00); and (b) or the charges and fees, if any, paid to Teranet by you and your Users during the 12 months previous to the date of the loss or claim; excluding, without limitation, any statutory fees and charges for the use of any Content provided by persons other than Teranet. This section shall apply whether or not liability results from negligence, a breach of a fundamental term or condition or a fundamental breach of this Agreement.

6. LINKS TO THIRD PARTY SITES

The links on the Site will enable you and your Users to leave the Site and connect directly to linked sites. Teranet is providing these links only as a convenience. Such linked sites are entirely independent of the Site, and shall not be construed as any reflection on, any affiliation with, approval of, or endorsement by the Teranet Group of any such site or entity, or its respective information, publications, products or services. The Teranet Group shall not be responsible for the contents of any site linked to a Teranet site or for any link contained in a linked site. When linking to a third party site, you are leaving the privacy coverage of this Site and are subject to the privacy coverage of the third party site. Teranet cannot and does not guarantee that the third party website privacy statement is the same or contains the same privacy statement of Teranet.

7. SUBMISSIONS

We would like to hear from you and your Users regarding Teranet's products and services. Please note that if you and your Users send us suggestions, ideas, or other information (collectively, "Submissions"), unfortunately we will not be able to return the Submissions. Once submitted, you and your Users grant us a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferable, to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, or publicly perform the Submissions in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise..

8. JURISDICTION AND SEVERABILITY

You and your Users agree and acknowledge that use of this Site and Content shall be deemed to have occurred and taken place solely in the Province of Ontario, Canada. You and your Users further agree and acknowledge that this Agreement, and any disputes in connection with use of this Site and the Content, will be governed by the laws of the Province of Ontario, Canada, and the laws of Canada applicable therein. You and your Users expressly consent to the exclusive forum, jurisdiction, and venue of the courts of Ontario in any and all actions, disputes, or controversies relating hereto. If any provision of this Agreement shall be found to be unlawful, void or unenforceable, then such provision shall be deemed severable here from and will not affect the validity and enforceability of any remaining provisions.

9. AMENDMENTS

Teranet reserves the right to make changes to the Site, the Content and pricing and to modify, alter or otherwise update this Agreement at any time with or without notice. Teranet will use reasonable efforts to provide you with notice of these changes, which could include by way of notices on the Site, email and/or Site pop ups. It is your responsibility to ensure sure you and your Users keep your email address updated with us and that any browser pop up blocker you use does not block these notifications. You and your Users should also review this link on a regular basis for any such changes. Continued use of the Site or Content by you and your Users shall constitute acceptance of any revisions to this Agreement and pricing.

10. LANGUAGE

The parties have requested that this Agreement and all documents contemplated hereby be drawn up in English. Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais.

11. INDEMNIFICATION

To the maximum extent permitted by applicable law, you will defend, indemnify and hold the Teranet Group harmless from and against all claims, liability, and expenses, including all legal fees and costs, arising out of: (i) a breach of any provision of this Agreement by you and your Users, and (ii) the use of the Site and the Content by you and your Users.

Teranet reserves the right, in its sole discretion and at its own expense, to assume the exclusive defence and control of any action, claim or matter otherwise subject to indemnification by you. You and your Users will co-operate as fully as reasonably required in the defence of any claim.

12. USER PRIVACY AND SECURITY POLICY AND CONFIDENTIALITY

Use of this Site is subject to the terms of Teranet's Privacy Policy accessible on this Site at http://www.geowarehouse.ca/Privacy_Statement.htm as amended from time to time without notice. Without limiting the generality of the Privacy Policy, by using the Site or Content, you and your Users expressly consent to the disclosure by Teranet of any of your personal information of you and your Users that may be included within or with respect to access to or use of the Site to the Province of Ontario, its ministries or agencies, for the purposes of ministry or agency use, and to the disclosure of such personal information to the Province of Ontario, its ministries or agencies and to any law enforcement authority having jurisdiction, in connection with any investigation by any of them relating to you and your Users use of the Site and the Content. You and your Users consent to Teranet's use of any personal information entered into the Site by you or your Users to validate that: (i) your use of the Site conforms to these Legal Terms and Conditions; (ii) for the development, enhancement, provision and support of the Site and Content; (iii) for administrative, data back-up or processing purposes; (iv) for the purposes of statistical and market analysis; and (v) to meet contractual reporting and audit obligations to suppliers whose products form part of or are otherwise related to the Site and Content. In addition to those disclosures set out in the privacy policy, we may disclose any of your personal information to: (i) suppliers of services or products purchased by you through the Site and Content in relation to such purchases; (ii) our affiliates, partners and subcontractors that carry out certain functions for or provide certain services to us; and (iii) any law enforcement authority or regulator having jurisdiction in connection with any investigation relating to you. You and your Users recognize and agree that: (i) the Internet is not a secure medium, and neither the privacy of communications, nor visits to this Site, can be guaranteed; (ii) the nature of Internet communications means that communications may be susceptible to data corruption, unauthorized access, interception and delays; (iii) the Site and Content may include incomplete information, inaccuracies or typographical errors; (iv) Teranet and any other persons involved in the management of the Site and the Content may make changes in the Site and Content at any time without notice; (v) the Teranet Group shall not be responsible for any detrimental reliance you and your Users may place on the Site or the Content; and (vi) use of the Site and the Content is on an "as is" and "as available" basis and is strictly at the risk of you and your Users.

Use of this Site and Content is also subject to the terms of Teranet's Security Policy accessible on this Site at www.geowarehouse.ca/Security_Statement.htm. You and your Users recognize and agree that although Teranet security efforts are generally consistent with industry practice in Canada, complete privacy, confidentiality and security associated with any communications is not yet possible over the Internet, and therefore cannot be guaranteed. As a result, the Teranet Group shall not be responsible or liable for any loss of privacy, disclosure of information, harm, damage or loss that may result from the transmission of any information in any connection with the Site or the Content.

You and your Users must not attempt to violate the security of the Site, including without limitation: (i) attempting to log into an account or server which you and your Users are not authorized to access; or (ii) attempting to interfere with the Content provided by the Site through means of a virus or flooding or otherwise overloading the Site's servers, or by any other similar or dissimilar means.

You and your Users acknowledge that some or all of the Content may be based on information obtained from the public and collected by the Province of Ontario (the "Province"). You and your users agree to comply with all applicable laws, including without limitation any privacy and access to information laws, relating to the use of such Content. At all times, you and your Users shall abide by any and all directions by Teranet to you with respect to the collection, use, dissemination and sale of information about and obtained from the public.

The confidentiality of any material or information provided to You and your Users under this Agreement, including confidential information concerning Teranet, may be subject to the provisions of applicable protection of privacy and access to information

legislation. For the purposes of such applicable law, Teranet, You and your Users agree that disclosure of the Content or any confidential information concerning Teranet, the Site or the Content could reasonably be expected to significantly prejudice the competitive position of Teranet in the marketplace or interfere significantly with other contractual negotiations of Teranet. In the event that a request for all or part of any material or information provided to You or your Users, or the Site or Content is made to You or your Users pursuant to applicable law, You shall provide notice of such a request to Teranet within 3 business days of the request being made, and shall co-operate with Teranet in handling such a request.

You and your Users shall take all reasonable precautions to prevent any confidential information provided to it by Teranet or by way of the Site from being used, accessed or acquired by any unauthorized person or persons. You and your Users shall disclose Teranet's confidential information only to such of its employees and agents who have a need to know for the purposes of this Agreement and are subject to obligations of confidence with respect thereto or as otherwise permitted by this Agreement.

13. U.S. GOVERNMENT END USERS

The Software available on this Site is a "Commercial Item," as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" as such term may be used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software is licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

14. PRODUCTS/SERVICES SUPPLIED FROM OUTSIDE ONTARIO

You and your Users acknowledge and agree that certain of the Content available on the Site may be supplied by third parties resident and operating outside the Province of Ontario and/or may be hosted on computers located outside of the Province of Ontario.

15. PAYMENT FOR SITE SUBSCRIPTION, PRODUCTS AND/OR SERVICES

Charges. Charges and fees for accessing, browsing and using the Site and Content contained on the Site will be in accordance with the rates and pricing plans established by Teranet and its suppliers from time to time plus all additional applicable taxes. Fees, charges and allowable search volumes may be set out in the Subscription Application and/or posted on the Site together with charges thereto.

Payment Methods. Fees for a subscription for access to the Site and certain Content may be paid by cheque or be charged to a credit card. If payment is to be made by cheque, you shall deliver cheques payable in the required amounts to Teranet. If payment is to be made by credit card, you will be asked to provide credit card information as part of a Subscription Application or as you and your Users use Content that generates a fee or charge. Payment methods may vary depending on the materials, information or products or services.

Payment of Subscription Fees. Fees to access the Site and Content ("Subscription Fees") may be paid by one method: a single payment by cheque or credit card covering the period commencing April 1 and ending March 31 ("Subscription Period"), with such fee being partially prorated where the subscription begins part way through the Subscription Period (the "Annual Payment Plan").

Online Orders By Credit Card. We do not store credit card information except for payment and refund purposes (based on the Refund Policy set out below). If you or a User logs out of the Site or submits a new order, you or the User will be required to re-enter credit card information. Each submission or order online for material, information, a product or service for which a fee is charged is deemed to be an authorization to debit predetermined sums representing applicable statutory and service fees, charges, and applicable taxes from the credit card tendered for payment. You or the User will be informed of the total charges and asked to confirm the transaction before it is charged to the credit card tendered for payment.

Obligation to Pay and Interest. You are responsible for all charges, fees and taxes incurred by you and your Users. Payment obligations for Subscription Fees and online orders are material terms of this Agreement. If we are unable for any reason to collect the charges, fees and/or taxes from a credit card or cheque tendered as payment, you are responsible to pay Teranet directly the fees, charges and taxes incurred by you and your Users plus any other charges (including bank charges and the costs of collection)

incurred by Teranet. Outstanding charges, fees and taxes will be subject to a one percent per month interest charge after 30 calendar days calculated on a monthly basis (an effective annual rate of 12.7%).

Suspension of Service. Teranet may suspend without notice the Service to any Authorized User for non-payment of fees.

Statutory Fees. If any statutory fees are collected from you or your Users by Teranet as a result of usage of this Site and the Content, Teranet shall remit the required payments to the Crown in right of Ontario (the "Crown"). You and your Users acknowledge that Teranet is acting as an agent of the Crown and that the Crown shall have recourse against you for any unpaid statutory fees.

Refund Policy. Before submitting any request for material, information, products or services please verify that the name and other information have been entered correctly. We cannot refund the cost of material, information, a product or service if the request has been inputted incorrectly. Once a subscription fee is paid or a submission or order is submitted, there are NO REFUNDS, EXCHANGES OR CANCELLATIONS except as follows:

(a) If this Agreement is terminated by Teranet as set out in section 3(c) above, you shall receive a pro-rata refund of any unused prepaid subscription fees. If a user ID and password is disabled by Teranet as set out in section 3(c) above, you shall receive a pro-rata refund of any unused prepaid subscription fees for that User whose user ID and password has been disabled.

(b) If any attempted use of Property Information Services (as defined in section 16 below) or other Content by you or your Users fails through a fault of the Site, Property Information Services or other Content or Teranet's facilities, Teranet's sole liability, at your written request, shall be to refund the charges imposed by us for the failed use of Property Information Services or other Content to the holder of the credit card used for payment. This section shall apply whether or not the liability results from negligence, a breach of a fundamental term or condition, or a fundamental breach of this Agreement. You are responsible for notifying Teranet of the failed use of Property Information Services or other Content within 30 calendar days of the failed transaction. After any such 30 calendar day period, you, your Users and the holder of the credit card tendered for payment shall forfeit any recourse to Teranet to claim a refund.

Record. Teranet records all transactions on the Site for the purposes of administration of the Site and the Content.

16. This Site provides you and your Users with online remote access to material, information, products and services extracted from the POLARIS database, (the "Property Information Services") and other Content. Property Information Services are listed in section 24 below.

17. Unless otherwise stated, no Derivative Products and no Content, including the Property Information Services, may be copied, reproduced, republished, uploaded, posted, transmitted, framed, commercially exploited or distributed in any way or by any means whatsoever, except that you and your Users may, as expressly permitted on the Site, use and print one copy of the Content including the Property Information Services for your internal use and purposes only, provided you and your users maintain all copyright and other proprietary notices. Data may not be extracted from, or copies made of, the data in Property Information Services or other Content. The foregoing prohibitions expressly include, but are not limited to, the practice of screen scraping, database scraping or any such practice or activity; the purpose of which is to obtain data or portions thereof, portions of databases from Property Information Services in any manner or any quantities not expressly authorized hereunder. Property Information Services and access to Property Information Services and other Content delivered through this, may not be used: (a) in a computer service or timesharing business; (b) to create a database in electronic or other format or for the purposes of data aggregation or dissemination (otherwise than for your internal archival use); (c) for the purpose of sale, resale or the licensing of the data and information or components thereof contained in Property Information Services and other Content; or (d) for any unauthorized, improper or illegal purpose or in connection with the commission of any criminal or otherwise illegal act. Property Information Services or other Content may not be tampered with through attempts to translate, reverse engineer, decompile, disassemble, modify or merge Property Information Services with any other system. Pursuant to Teranet's agreements with its suppliers, you and your Users shall not: (a) sub-license access to Property Information Services or other Content to the Government of the United States or any regulatory body or agency thereof; (b) export your access to Property Information Services or other Content outside Canada; or (c) infringe any copyright, patent, trademark or trade secret of Teranet or its suppliers. Modification of the Content or use of the Content, which includes Property Information Services for any other purpose is a violation of copyright and other proprietary rights. Unauthorized access to, reproduction, and/or distribution of Content or Property Information Services, or any portion of it, may result in serious civil and criminal penalties, and will be prosecuted to the maximum extent of the law.

18. Use of personal information (which is data about an identifiable individual such as name, address and financial information), contained in Property Information Services, shall relate directly to the purpose for which the data appears in land registry records and is subject to all applicable privacy legislation in respect of personal information. Such information shall not be used for marketing to a named individual.

19. Property Information Services and other Content accessible through this Site may be operated and maintained by persons other than Teranet. The Teranet Group cannot, and does not, warrant the accuracy, completeness, currency, merchantability or fitness for a particular purpose of Property Information Services, or other Content and services available through the Site. Due to the number of sources from which Property Information Services and other Content are obtained, there may be delays, omissions or inaccuracies in such Property Information Services and other Content.

20. All Content, including Property Information Services, obtained through the GeoWarehouse Online service is provided "as is" and "as available". Property Information Services are not the official government record and will not necessarily reflect the current status of interests in land. You hereby acknowledge that Teranet and its suppliers are not required to provide any updates, fixes, new versions, new releases, maintenance and/or support of any kind for Property Information Services or other Content to you and your Users.

21. You and your Users acknowledge that the Province makes no warranties, express or implied, with respect to Property Information Services, or other Content supplied by or through this Site, and all risk as to the results and performance of Property Information Services and other Content is assumed by you and your Users. The Teranet Group and the Province shall each not have any liability to you and your Users or any other person or entity for any claims, actions, loss, damage including, without limitation, loss of revenue or profit or savings, lost or damaged data, or other commercial or economic loss, or any direct, indirect or incidental, special or consequential damages whatsoever, even if Teranet or the Province has been advised of the possibility of such damages, or for claims by a third party. This section shall apply whether or not the liability results from a breach of a fundamental term or condition or a fundamental breach. You and your Users acknowledge that Teranet accesses records filed with the Province and this clause is included for the benefit of and can be relied on by the Province.

22. Notwithstanding anything in these Terms and Conditions, neither the Teranet Group nor any person whose database or other product is operated or distributed by Teranet, guarantees that a database or any data or document within a database is complete and wholly accurate, nor that any service will function without failure or interruption. The entire risk to you and your Users as to the results and performance of Property Information Services, and any other Content provided by Teranet is assumed by you.

23. If you or your users have access to this Site and certain of the Property Information Services or other Content listed below through a combination of the Agreement and an evaluation agreement (which includes an Evaluator Acknowledgement); to the extent that there is any inconsistency between the Agreement and an evaluation agreement, the evaluation agreement shall prevail with respect to use of the Property Information Services.

24. Property Information Services may include: (a) Sales History, (b) Find Comparable Sales, (c) Neighbourhood Sales, (d) Mapping Information, (e) Parcel Register (f) Assessment Information and MPAC Propertyline™ Reports, (g) Demographics, (h) Plans, (i) Surveys, (j) Instruments and Maps.

25. Notwithstanding section 2, if you are a Real Estate Board Sublicensee, you may provide Assessment Information and MPAC Propertyline™ Reports directly to your clients (sellers, purchasers, lessors and lessees of residential real estate), and you may include on a MLS® or other real estate listing (including a private listing) **only** the Assessment Roll Number, and the defined square footage **ranges** and defined year built **ranges** described in Appendix A to these Terms and Conditions; you may not, and will not permit others, to include the exact square footage or year built of a subject property provided in the Assessment Information on a MLS® or the real estate listing (including a private listing).

26. You and your Users are responsible for maintaining the confidentiality of you and your Users' usernames and passwords. You are responsible for all activities that occur under your account. You agree to: (a) immediately notify us of any unauthorized use of your account or any other breach of security, and (b) ensure that you and your Users exit from the account at the end of each session. Teranet will not be liable for any loss or damage arising from you or your Users failure to comply with this section.

27. Audit. Teranet, or its authorized representatives, acting reasonably, may upon written request to you and/or your Users examine and inspect during normal business hours, the materials and records of you and/or your Users relating to GeoWarehouse, the Site

and Content and this Agreement. Subject to section 12 hereof, Teranet shall keep confidential, and not disclose, information concerning the business and affairs of you and/or your Users.

28. Parcel Mapping shown on the site was compiled using plans and documents recorded in the Land Registry System and has been prepared for property indexing purposes only. It is not a Plan of Survey. For actual dimensions of property boundaries, see recorded plans and documents.

29. Additional Terms and Conditions for Use of GeoWarehouse Beta. Where you are granted access to any in-development version of GeoWarehouse ("GeoWarehouse Beta") the terms of this Agreement will be applicable subject the following. Use of GeoWarehouse Beta available, at no charge, for evaluation purposes only and your access to GeoWarehouse Beta or all any part of GeoWarehouse Beta may be withdrawn at any time, without notice. GeoWarehouse Beta is furnished "AS IS". Teranet makes no representations or warranties as to the operation, performance or non-performance. There are no warranties, express or implied, whether of merchantability or fitness for the intended use or purpose. Teranet shall have no direct or indirect liability to you or any third party in relation to your use of GeoWarehouse Beta.

30. By using Google Maps by way of the Site and part of the Content, You and your Users are subject to the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy) at https://www.google.com/intl/en-US_US/help/terms_maps.html and <https://www.google.com/intl/ALL/policies/privacy/index.html> respectively.

TERMS AND CONDITIONS OF USE OF MPAC PROPERTYLINE™ INFORMATION WITHIN THE TERANET MULTI-PROPERTY SEARCH & NON REAL ESTATE BOARD GEOWAREHOUSE ACCOUNTS

These Terms and Conditions of Use (the "Terms and Conditions") govern your access to the Municipal Property Assessment Corporation ("MPAC") propertyline™ data and reports (collectively, "Products") made available to you on the Teranet Geowarehouse Site (the "Site"). By clicking on the "I accept" button and accessing the Site and the Products, you agree to be bound by these Terms and Conditions. In these Terms and Conditions, "Customer" and "you" means the user of the Site.

Licence

1. On payment of the fee prescribed by Teranet, plus applicable taxes, Teranet grants you a non-exclusive and non-transferable right to receive, electronically, on the Site, Products, provided that you comply with these Terms and Conditions.
2. Except for appraisal reports permitted by Section 6(a) of these Terms and Conditions, each Product ordered by you is valid for a period of 180 days, after which such Product must be destroyed or reordered. Notwithstanding this Section 2, Product may be retained for the retention period required by applicable law, regulatory retention, audit or compliance purposes, provided that such Product is not accessed in the ordinary course of business.

Login Username and Passwords

3. Where any login username and password is assigned to you, such login and password can only be used, and access to the Site will be only by, you and no other person. You are responsible for (a) maintaining the confidentiality of your username and password; and (b) all activities that occur under your username and password. Teranet may disable your username and password immediately with notice to you at any time.
4. You will (a) immediately notify Teranet of any unauthorized use of your login username or password or any other breach of security; and (b) ensure that you exit from your account at the end of each session. Teranet and its Suppliers will not be liable for any loss or damage arising from your failure to comply with Sections 3 and 4.

Restrictions on Use of Products

5. You will use Products only for your internal business purposes, unless otherwise agreed to in writing with Teranet & MPAC. Notwithstanding this Section 5, Multi Property Search Products may only be used by real estate appraisers for the purposes permitted by Section 6(a) of these Terms and Conditions.

6. Notwithstanding Section 5:
- a. if you are a real estate appraiser, you may use Products ordered by you one time for a period of 30 days to create reports and deliver such reports to end users for use in a single appraisal file for real estate fee appraisals and related fee appraisal activities (including the creation of fee appraisal reports), provided that:
 - i. such Products must be destroyed or reordered after 30 days; and
 - ii. end users (including appraisal management companies) agree to be bound by terms and conditions of use that are substantially similar to these Terms and Conditions, including that end users not incorporate Products, or any part thereof, into any product or service, or otherwise distribute Products to any third party, that end users shall not use Products to update, maintain, modify or verify any data in any product or service which will be distributed to any third party or otherwise compete with MPAC's delivery of Products or other MPAC commercial products including AVMs, and that end users shall only use Products for their own internal business purposes;
 - b. if you are an appraisal management company, lawyer, mortgage broker or other party, you may sublicense reports received from a real estate appraiser pursuant to Section 6(a) to an end user for use in real estate fee appraisals and related fee appraisal activities (including the creation of fee appraisal reports), provided that such end user agrees to be bound by terms and conditions of use with requirements similar to those in Section 6(a), and that you do not use such reports for any other purposes including incorporating such reports, or any part thereof, into any other product or service, using such reports to update, maintain, modify or verify any other data and otherwise distributing such reports to any third party; and
 - c. if you are a real estate agent, real estate broker or REALTOR, you may provide the information contained in the Products directly to your clients (sellers, purchasers, lessors and lessees of residential real estate), and you may include on a Multiple Listing Service ("MLS") or other real estate listing (including a private listing) **only** the Assessment Roll Number, and the defined square footage **ranges** and defined year built **ranges** described in Appendix A to these Terms and Conditions; you may not, and will not permit others, to include the exact square footage or year built of a subject property provided in the Product on a MLS or other real estate listing (including a private listing).
 - d. If you are a real estate appraiser or appraisal management company, MPAC may, at its sole discretion, request that you provide MPAC with any end user agreements required pursuant to this Section 6 and you shall comply with such request within five (5) business days.
7. If you are an employee, agent, representative or subcontractor of a department or ministry of federal Government of Canada, or a Canadian province, internal business purposes in Section 5 means that you can only use and share Products and information contained therein within your particular federal or provincial department or ministry, as applicable.
8. Except as specifically permitted in these Terms and Conditions, you will not transfer, sell, lend, trade, pledge, sub-license, assign, lease, disseminate, disclose or otherwise dispose of Products or any copy or printout of Products, or any part thereof, in any form, to any other person or entity, including affiliates or subsidiaries.
9. You will not, in any way, modify, disassemble, reverse engineer, adapt or otherwise tamper with Products, nor will you "screen scrape" Products or, except as specifically permitted in these Terms and Conditions, incorporate Products into anything to be used by another person or entity.
10. You will not, either directly or indirectly, engage in data mining or use Products to build a database of MPAC information for re-use or re-sale, whether or not such database is intended to or does, in fact, compete with MPAC's delivery of Products or other MPAC commercial products including AVMs.
11. Except as specifically permitted in these Terms and Conditions, you will not transfer, license, sublicense, sell, assign or otherwise transfer your respective rights in and to any data and reports created by you through the use, reproduction, adaptation, translation and conversion of any Products ("**Derivative Products**"), (including custom reports normally created for customers as part of your professional services to customers), except as expressly permitted in these Terms and Conditions.
12. Except as specifically permitted in these Terms and Conditions, you will not post Products or Derivative Products on any publicly accessible network including the internet or as part of any open data initiative, or any network which does not have secure access by authorized users only.
13. You will not remove, alter or otherwise change markings on Products relating to use or distribution of Products or to intellectual property and proprietary rights of MPAC and its suppliers, including the Province of Ontario ("**Suppliers**"). Nova Scotia Products

contain information licensed under the Open Government Licence – Nova Scotia.

14. You will ensure that Product is secure from unauthorized access at all times.

Confidential Information

15. You acknowledge and agree that: (a) Products contain confidential technical and commercial information; (b) copyright, trade secret rights and other intellectual property and proprietary rights reside in Products; (c) MPAC and its Suppliers hold copyright and other intellectual and proprietary rights in Products and all right, title and interest in and to the Products will at all times be vested in and remain the property of MPAC and its Suppliers, and you will at all times treat the Products as intellectual property and proprietary materials of MPAC and its Suppliers; (d) no change made to Products, however extensive, shall affect or negate the right, title and interest of MPAC and its Suppliers in and to the Products; (e) no ownership rights in and to the Products are transferred to you; and (f) MPAC reserves any and all copyright, trade secret, intellectual property and proprietary rights not expressly granted in these Terms and Conditions. You agree not to challenge MPAC and its Supplier's intellectual property and proprietary rights in the Products.
16. You acknowledge that: (a) unauthorized disclosure of Products could reasonably be expected to significantly irreparably damage and injure MPAC and its Suppliers, injure and prejudice the competitive position of MPAC and its Suppliers and, absent any final decision or order of any competent court or tribunal, you will not disclose Products to any other person without prior written consent; and (b) you will give, where possible, at least three business days' notice of the possibility of any such order or decision and will cooperate with MPAC and its Suppliers in respect thereto. You consent to an interim or final injunction restraining you from breaching and requiring compliance with these terms without a requirement that a finding of irreparable harm is requirement for awarding injunctive relief.

Disclaimer

17. You acknowledge that: (a) Teranet and its suppliers provides Products on an "as is" and "where available" basis and Teranet and its Suppliers make no guarantee, warranty, representation or condition of accuracy, completeness, usefulness for your purpose or intent to provide updates, fixes, maintenance or support; (b) Teranet and its Suppliers expressly disclaim all warranties, representations or conditions, express or implied, including warranties of merchantability and fitness for use, non-infringement of third party rights (including intellectual property rights) or those arising by law or by usage of trade or course of dealing; and (c) all risk as to the results and performance of Products is assumed by you.
18. Teranet and its Suppliers make no representation, warranty or condition that: (a) the Site is compatible with your equipment or software, (b) the Site will be secure, continuously available or will function without interruption, (c) the Site will be error-free or that errors will be corrected, (d) the Site will be free of viruses or other destructive or disruptive components, or (e) use of the Site will not infringe the rights (including intellectual property or proprietary rights) of any third party.

Liability

19. To the maximum extent permitted by applicable law, Teranet and its Suppliers will not be liable to you or any other person for any loss of revenue, profit or savings, lost or damaged data or other commercial or economic loss or for any indirect, incidental, special or consequential damages whatsoever, even if Teranet or its Suppliers have been advised of the possibility of such damages or for claims of any nature by a third party. Such limitation of liability will apply whether or not liability results from a breach of a fundamental term or condition, or a fundamental breach of these Terms and Conditions, arising from use of the Products, the Site or otherwise (and whether arising in contract, tort or under any other theory of law or equity) under, arising from, connected with or related to, these Terms and Conditions.
20. To the maximum extent permitted by applicable law, you will indemnify and hold harmless Teranet and its Suppliers and their respective officers, directors, employees and representatives from and against any and all claims, actions, damages or losses which may be alleged against Teranet and its Suppliers in respect of any breach of these Terms and Conditions and use of Products by you, anyone for whom you are responsible and any third party access to or operation of the Site authorized by you or using your password, including end users of reports for use in real estate fee appraisals and related fee appraisal activities. You will pay resulting costs, damages, reasonable legal fees, penalties and expenses finally awarded. Teranet reserves the right, in its sole discretion, to assume the exclusive defence and control of any action, claim or matter otherwise subject to indemnification by you. You will cooperate as fully as reasonably required in the defence of any claim.

21. Sections 19 and 20 will survive the termination or expiration of these Terms and Conditions.

Privacy

22. You will comply with: (a) all applicable laws, including those relating to privacy and access to information, and (b) privacy guidelines set forth from time to time by Teranet and its Suppliers pertaining to the collection, use, storage and disclosure of personal information in conjunction with or relating to Products.

General

23. You acknowledge that Teranet may, from time to time and without notice to you, amend these Terms and Conditions, and you agree to be bound by those Terms and Conditions prevailing at the time you obtain Products from Teranet. Teranet will post the prevailing propertyline™ Terms and Conditions on its website and it is your sole responsibility to inform yourself of such prevailing Terms and Conditions by accessing the appropriate tab on the Site.

24. You will maintain accurate records for at least two years subsequent to access to Products to substantiate compliance with these Terms and Conditions, and upon reasonable notice, permit access to your premises and equipment for the purpose of electronic or manual audits conducted by Teranet or its representatives to verify such compliance.

25. Teranet reserves the right to further restrict your use of Products or the supply of Products to you, or to terminate these Terms and Conditions immediately where, in Teranet's sole discretion, you are in breach of these Terms and Conditions, if Teranet believes that Products are being used for deceptive, misleading, illegal or unethical purposes, any of Teranet and its suppliers of data that is incorporated into, or used to derive, Products, in whole or in part, ceases to supply or suspends the supply of, such data to Teranet, or otherwise prevents Teranet from supplying Products, in whole or in part, to Customer, or Teranet is prevented by applicable laws from complying with this Agreement, in whole or in part.

26. Upon termination of these Terms and Conditions, you will cease using Products, destroy all Products and will certify to Teranet that Products have been purged from all of your computer systems, and that all hardcopy materials produced by you from Products have been destroyed.

27. You will destroy Products (including, if applicable, by purging your computer systems) when Products are no longer required for the purposes set out in these Terms and Conditions, and to provide written confirmation of such destruction upon Teranet's request.

28. These Terms and Conditions are not assignable, either in whole or in part, by you, without the prior written consent of Teranet.

29. These Terms and Conditions shall be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws applicable therein, and you agree to attorn to the jurisdiction of the courts of Ontario for the resolution of any dispute hereunder.

30. It is hereby agreed that all data provided, purchased and/or licensed under these Terms and Conditions is to be used exclusively within the province of Ontario. Teranet or its suppliers will not be held accountable for any other Provincial and/or Federal sales tax obligations if any part of Product is used in another jurisdiction.

Appendix A - Defined square footage & year built ranges

Acceptable Square Footage Ranges (Residential)

Approximate Square Footage:	0-400
Approximate Square Footage:	400-700
Approximate Square Footage:	700-1100
Approximate Square Footage:	1100-1500
Approximate Square Footage:	1500-2000
Approximate Square Footage:	2000-2500
Approximate Square Footage:	2500-3000
Approximate Square Footage:	3000-3500
Approximate Square Footage:	3500-5000
Approximate Square Footage:	5000-6500
Approximate Square Footage:	6500+

Acceptable Square Footage Ranges (Residential Condominiums)

Approximate Square Footage:	0-499
Approximate Square Footage:	500-599
Approximate Square Footage:	600-699
Approximate Square Footage:	700-799
Approximate Square Footage:	800-899
Approximate Square Footage:	900-999
Approximate Square Footage:	1000-1199
Approximate Square Footage:	1200-1399
Approximate Square Footage:	1400-1599
Approximate Square Footage:	1600-1799
Approximate Square Footage:	1800-1999
Approximate Square Footage:	2000-2249
Approximate Square Footage:	2250-2499
Approximate Square Footage:	2500-2749
Approximate Square Footage:	2750-2999
Approximate Square Footage:	3000-3249
Approximate Square Footage:	3250-3499
Approximate Square Footage:	3500-3749
Approximate Square Footage:	3750-3999
Approximate Square Footage:	4000-4249
Approximate Square Footage:	4250-4499
Approximate Square Footage:	4500-4749
Approximate Square Footage:	4750-4999
Approximate Square Footage:	5000+

Acceptable Year Built Ranges

Year Built:	New
Year Built:	0-5 years old
Year Built:	6-15 years old
Year Built:	16-30 years old
Year Built:	31-50 years old
Year Built:	51-99 years old
Year Built:	100+ years old