

## **VENDOIT'S TERMS OF USE**

### **Realty Agent's Notice & Accuracy Statement**

As the Realty Agent you are the designated User of Vendoit's Services. As the User you are the only party communicating with your clients/customers. As such, you are fully responsible for the information to be uploaded to the platforms and services offered by Vendoit. It is your responsibility to verify the information provided to you by your clients/customers. We strongly suggest that you adopt your own policy of vetting and verifying the information provided to you prior to uploading the information. In some cases, this may require you to seek out documentation such as receipts, photographs or other such verifiable evidence to satisfy yourself the information is accurate. It is your responsibility to ensure the details and facts for public consumption are complete, accurate and honest. Where information is posted and the information cannot be verified by the Agent, the Agent may wish to indicate on the posting.

It is also your responsibility to ensure that any inaccuracies or discrepancies are corrected within a reasonable time without delay. Where Vendoit receives a complaint, notices or other information that calls into question any published information on a Vendoit platform is inaccurate, dishonest, fraudulent or a breach of these terms, Vendoit reserves the right to remove the posting without notice.

### **Terms of Use**

Prior to uploading or entering information to the platforms provided by or accessed within Vendoit's Services, you confirm you have examined and reviewed the contents for accuracy and that all opinions and statements uploaded to the Vendoit's platforms are honest.

By using any of Vendoit's related software without limitation, or by using or visiting Vendoit's Website and using its application ("App"), as downloaded by you to a mobile device. (collectively the "Vendoit's Services"), you agree to both these Terms and Conditions ("Terms of Use") and the Terms and Conditions of the Vendoit's Privacy Policy, which are incorporated herein by reference. If you do not agree to any of these terms, please do not use the Vendoit's Services. These Terms of Use apply to all users of the Vendoit's Services, including users who are contributors of video content, personal information, and other any other materials or services to be uploaded or delivered to Vendoit by electronic means to servers or on the Website Vendoit.

By using any of Vendoit's related software (without limitation), or by using or visiting Vendoit's Website and /or using its application ("App"), as downloaded by you to a mobile device. (collectively the "Vendoit's Services"), you agree to these Terms and Conditions ("Terms of Use") and the Terms and Conditions of the Vendoit's Privacy Policy, which are incorporated herein by reference. If you do not agree to any of these terms, please do not use the Vendoit's Services. These Terms of Use apply to all users of the Vendoit's Services, including users who are contributors of video content, personal information, and other any other material or services to be uploaded or delivered to Vendoit by electronic means to servers for Vendoit's Services.

You confirm you have reviewed and accepted the terms and conditions relating to Vendoit's Services as set out in this document.

## **Website & Mobile App Access**

Vendoit hereby grants you permission to use the Website Service in accordance with these Terms of Use, provided that:

- 1) your use of the Website Service or Vendoit's Services is solely for your personal use;
- 2) you will not copy or distribute any part of Vendoit's Services in any medium or manner inconsistent with these Terms of Use without Vendoit's prior written consent;
- 3) you will not alter or modify any part of the Website Service other than as may be reasonably necessary to use Vendoit's Services for its intended purpose; and
- 4) you will otherwise comply with these Terms of Use.

In order to access some features of the Vendoit's Services, you will have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Vendoit immediately of any breach of security or unauthorized use of your account. Although Vendoit will not be liable for your losses caused by any unauthorized use of your account, you are liable for the losses of Vendoit or others due to such unauthorized use.

Vendoit reserves the right to establish data transfer restrictions and/or limit the total amount of data transfer associated with your User account. User accounts may be closed by Vendoit should the total amount of data transfer exceed an amount deemed excessive in Vendoit's sole discretion.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Website Service in a manner that sends more request messages to the Vendoit servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Vendoit grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Vendoit reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website.

In order to post, upload or publish User Submissions on the Website, you will be required to encode your media data by downloading and installing the Vendoit software. For these limited purposes only, you are hereby granted a revocable non-exclusive licence to use the Vendoit software for the sole purpose of encoding digital audiovisual material in order to create User Submissions for the Website. Vendoit makes no warranty concerning the functionality of the Vendoit software on any individual computer, telephone, or other digital hand held device and expressly disclaims any and all liability for any problem which may be caused to your computer, telephone, or other digital hand held device or damage of any kind incurred by you resulting from your use of the Vendoit software. You hereby waive any legal or equitable rights or remedies you may have against Vendoit with respect to your use thereof.

## **Intellectual Property Rights**

The content on the Vendoit's Website, and Vendoit's App excluding User's personal information, all submissions, including the text, software, scripts, graphics, photos, sounds, music, videos, and

interactive features ("Content") and the trademarks, trade names, service marks and logos contained therein ("Marks"), are owned by or licensed to Vendoit, subject to copyright and other intellectual property rights under Canadian law and international conventions. Content on Vendoit's Website, and Vendoit's App is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without prior written consent and/or payment of the applicable licence fee to the owners. Vendoit reserves all rights not expressly granted in and to the Vendoit's Website, and Vendoit's App and the Content. You agree not to engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website. You agree not to circumvent, disable or otherwise interfere with security related features of the Vendoit's Services or features that prevent or restrict use or copying of any Content or enforce limitations on use of Vendoit's Website, and Vendoit's App or the Content therein.

## **User Submissions**

Vendoit's Services permits you and other users to make submission of videos or other forms of communications ("User Submissions") and Vendoit's Services provide for the hosting, sharing, and publishing of such User Submissions. Vendoit's Services may also establish categories for User Submissions based on intended use, such as Private, Commercial, Residential, Agricultural (as an example), where User Submissions are not shared such as where there is an invitation to view and/or share and are not public. You understand and agree that whether or not such User Submissions are published and regardless of category, Vendoit's Services does not guarantee any confidentiality with respect to any such submissions. You also understand and agree that Vendoit's Services may place advertising on the Website in conjunction with User Submissions.

You are solely responsible for the accuracy and content of your User Submissions which may involve submitting personal information, documents, photographs, economic related details and/or submit related statement and/or representations of clients engaged by you, and you accept full responsibility for the accuracy therein, and you accept the consequences of posting or publishing them. For all User Submissions you submit which are intended for public use, you represent and warrant that:

- 1) you or your client own or have the necessary licenses, rights, consents, and permissions to use and authorize Vendoit to use all copyright, trademark, trade name, service mark, logos and intellectual property and other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by Vendoit's Services and these Terms of Use; and
- 2) where your client's name or likeness are employed, you confirm you have the written consent, release or permission of each and every identifiable individual person in the User Submission to use the client's name or likeness to enable inclusion and use of the User Submissions in the manner contemplated by the Website Service and these Terms of Use. You retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to Vendoit for public use, you hereby grant Vendoit a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Vendoit's Services and Vendoit's business, including without limitation for promotion and redistribution of part or all of the Vendoit's Services (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Vendoit's Services a non-exclusive license to access your User Submissions, if submitted for public use, through Vendoit's Services, and to use, reproduce, distribute, prepare derivative

works of, display and perform such User Submissions as permitted through the functionality of the Vendoit's Services and under these Terms of Use.

For User Submissions you submit, you further agree that you will not:

- 1) submit material that is copyrighted, protected by trade mark or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Vendoit's Services all of the license rights granted herein;
- 2) publish falsehoods or misrepresentations that could damage Vendoit's Services or any third party;
- 3) submit material that is unlawful, obscene, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offence, give rise to civil liability, violate any law, or is otherwise inappropriate to offend the morals of others;
- 4) post advertisements or solicitations of business;
- 5) impersonate another person.

Vendoit's Services does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Vendoit's Services expressly disclaims any and all liability in connection with User Submissions. Vendoit's Services will remove all Content and User Submissions if properly notified that such Content or User Submission infringes another's intellectual property rights. Vendoit's Services also has sole discretion to decide whether Content or a User Submission is appropriate and complies with these Terms of Use as concerns pornography, obscene or defamatory material, or excessive length. Vendoit's Services reserves the right to remove Content and User Submissions without prior notice and to terminate a User's access to the Website Service, if such User is in violation of these Terms of Use. Vendoit reserves the right to discontinue any aspect of the Vendoit's Services at any time.

You understand that when using Vendoit's Services, you will be exposed to User Submissions from a variety of sources, and that Vendoit Services is not responsible for and makes no warranties concerning the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you hereby waive any legal or equitable rights or remedies you may have against Vendoit with respect thereto.

### **Third Party Links & Websites**

The Vendoit's Services may contain links to third party websites that are not owned or controlled by Vendoit and Vendoit assumes no responsibility for these third-party websites. By using the Website, you expressly discharge Vendoit from any and all liability arising from your use of any third-party website.

### **Warranty and Indemnity**

You agree that your use of the Vendoit's Services is at your sole risk. Vendoit makes no warranty concerning bugs, viruses, Trojan horses or similar problems which may be transmitted to or through the Vendoit's Services by any third party, or concerning damage of any kind incurred resulting from

use of Vendoit's Services. Vendoit does not endorse and is not responsible for any product or service advertised or offered by a third party through Vendoit's Services or any hyper-linked website.

In no event shall Vendoit, its officers, directors, employees or agents be liable to you for any direct, indirect, incidental, special, punitive or consequential damages resulting from any claim, injury or damage incurred by you from your use of Vendoit's Services or Vendoit's software.

You agree to defend, indemnify and hold harmless Vendoit its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from:

- 1) your use of and access to the Vendoit's Services;
- 2) your violation of any aspect of these Terms of Use;
- 3) your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- 4) any claim that one of your User Submissions caused damage to a third party. This defence and indemnification obligation will survive these Terms of Use and your use of the Vendoit's Services.

### **General**

You confirm that you are a registered real estate within the jurisdiction you conduct business and you are fully able to enter into the terms, conditions, obligations, representations, and warranties described in these Terms of Use, and to abide by and comply with them. Vendoit may require evidence of your bona fides by requesting your registration with your governing body, or present your certificate of qualification prior to granting access to Vendoit's Services.

You agree that Vendoit's Services shall be deemed to be solely based in Ontario, Canada and that these Terms of Use shall be governed by the laws of the Province of Ontario, or the Federal Laws of Canada whose courts shall have exclusive jurisdiction. You agree that any cause of action in relation to the Vendoit's Services must be commenced within one (1) year after the cause of action accrues, or such cause of action is permanently barred as a contractual exception to the *Limitations Act*, Ontario.