

## **TERMS AND CONDITIONS**

### **Overview**

By accessing TheMortgageSpace.com, you agree to the following terms. We may amend this User Agreement and any linked information by publishing amended terms and conditions on the website without noticing you. TheMortgageSpace.com is an online venue where Users are matched with potential financial institutions for the purposes of financing. Users must have a registered account to be granted access to the functions of the website.

TheMortgageSpace.com is not a party to any contractual agreements between our users and the Seller of financial services, the website only assists in facilitating the connections between the two parties. From time to time, and without notice, we may change or add to the Website or the information, products, or services of TheMortgageSpace.com, but are not liable to you or anyone else if any errors occur in the information on the Website or if that information is not current. By registering to TheMortgageSpace.com, users agree to receive emails from our website. Users can cancel his/her registration by sending an email to **CancelRegistration@themortgagespace.com**. Once a user has registered, the user allows the website to display their company's logo and other contact and public information throughout the website.

### **Eligibility**

All user accounts are associated with individuals and login credentials are not to be shared to anybody. The individual associated with the account will be responsible for all actions taken by the account. Users can register the account under a business or company name that is associated with the User's Account. The user must acknowledge and agree that where a company or business name is associated with their Account, this User Agreement is a contract with the User as an individual not the business or company.

### **Intellectual Property Rights Infringement**

It is our policy to respond to clear notices of alleged intellectual property rights infringement. Our Copyright Infringement Policy is designed to make submitting notices of alleged infringement to us as straightforward as possible while reducing the number of notices that we receive that are fraudulent or difficult to understand or verify. If you believe that your Intellectual Property Rights have been violated, please notify us via **ask@themortgagespace.com** and we will investigate.

### **Indemnity**

You will indemnify us (and our officers, directors, agents, subsidiaries, joint venturers, and employees) against any claim or demand, including legal fees and costs, made against us by any third party due to or arising out of your breach of this Agreement, or your infringement of any

law or the rights of a third party while using the Website and TheMortgageSpace Services. In addition, we can apply any funds in your Account against any liabilities you owe to us, or loss suffered by us because of your non-performance or breach of this User Agreement.

### **Security**

You must immediately notify us upon becoming aware of any unauthorised access or any other security breach to the Website, your Account or the TheMortgageSpace Services and do everything possible to mitigate the unauthorised access or security breach (including preserving evidence and notifying appropriate authorities). Your User Account is yours only, and you must not share your password with others. You are solely responsible for securing your password. We will not be liable for any loss or damage arising from unauthorised access of your account resulting from your failure to secure your password.

### **Your Data:**

- **Ownership of Your Data:** We acknowledge that You or Your customers own Your Data, and We claim no rights to Your Data other than any rights granted in this Agreement or any other agreement between Us and You (or between Us and the customer to whom any Customer Data relates).
- **License to Your Data.** You grant Us and Our licensors and affiliates a worldwide, non-exclusive, limited license to access, host, copy, transmit, modify and display Your Data for the purpose of (a) providing the Services to You, Your company's brokers, agents and Affiliates in accordance with this Agreement, (b) providing other services to You, Your company's brokers, agents and Affiliates, and (c) improving and developing the Services and our other products and services. Subject to the limited licenses granted herein, we acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data. You acknowledge that We and our licensors may sublicense these rights to Our Third-Party Providers for the purpose of allowing them to provide services to Us.
- **Privacy Laws.** If Your Data includes any Personal Information, You represent and warrant to us that (a) you have complied with all applicable Privacy Laws in connection with the collection, use and disclosure of such Personal Information, and the provision of such Personal Information to Us complies with all applicable Privacy Laws, and (b) all individuals to whom such Personal Information relates have consented to Our collection, use and disclosure of such Personal Information for the purposes disclosed in this Agreement, the Documentation and our Privacy Policy.

## **REPRESENTATIONS, WARRANTIES, DISCLAIMERS AND INDEMNITIES**

**Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

**Disclaimers.** Except as expressly provided herein, the services and the content are provided on an “as-is” basis, and we make no representation, warranty, or condition of any kind, whether expressed, implied, statutory, or otherwise, and we specifically disclaim all implied and statutory representations, warranties and conditions, including any implied or statutory representations, warranties or conditions of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. We expressly disclaim all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers. We do not warrant that the services are error free or that you or anyone else will be able to access or use the services without problems or interruptions, or that the services are not susceptible to intrusion, attack, or computer virus infection. Except in the event of our gross negligence or wilful misconduct, we will not be liable for damages arising from any breach of, unauthorized access to, misuse of, loss of, corruption of, or intrusion into, your data.

**Limitation of Liability.** In no event will our aggregate liability arising out of or related to this agreement exceed the amount paid by you hereunder in the 12 months preceding the incident giving rise to the claim. The above limitations will apply whether an action is in contract or tort and regardless of the theory of liability. In no Event will we have any liability for any lost profits, revenues or indirect, special, incidental, consequential, cover or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if we have been advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by the law.

**Indemnification.** You will defend Us against any third party claim, demand, suit or proceeding made or brought against Us (a) by one of your customers (except to the extent the claim arises from our breach of this Agreement or our gross negligence or wilful misconduct), (b) that arises from any breach of this Agreement by You or any inaccuracy in any representation or warranty made by You, or (c) that alleges that Your Data, or Your use of the Services or Content in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law. You will indemnify and hold Us harmless from any damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from such a claim, demand, suit or proceeding.

## **MISCELLANESOUS**

**Severability.** If any term of this Agreement are invalid or not enforceable, it will not affect any other terms.

**Assignment.** You may not assign or transfer any of your rights under this Agreement, by operation of law or otherwise, without Our prior written approval. Any attempt by You to assign or transfer any of your rights under this Agreement, without such consent, will not be effective. We may assign or transfer this Agreement, in our sole discretion, without restriction.

**Waiver.** A failure by a party to enforce any right or provision of this Agreement will not constitute a waiver of future enforcement of that right or provision. The waiver of any such

right or provision will be effective only if in writing and signed by a duly authorized representatives of the party granting such waiver. Except as expressly specified in this Agreement, any remedies specified in this Agreement will not limit any other remedies that may be available.

**Governing Law.** This Agreement is subject to the laws of the province of Ontario, Canada, without giving effect to conflicts of laws principles. The Parties hereby submit to the exclusive jurisdiction of the Ontario courts for any dispute arising out of this Agreement (it being understood that the foregoing will not affect Our rights to seek injunctive relief in any other jurisdiction, or to enforce any payment obligation in any other jurisdiction).

**Entire Agreement.** This Agreement (including the Order Forms and policies and guidelines incorporated by reference, such as the Privacy Policy)) states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or in any of Your order documentation (excluding Order Forms) will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void.

**English Language.** The parties confirm that it is their wish that these Terms, as well as any other documents relating to this Terms, including notices, have been and shall be drawn up in the English language only.

**Modification of Terms.** We may modify these Terms at any time. If we do so, we will post the modification on Our website or via the Application or provide You with notice of the modification. We will also update the “Last updated” date at the top of this document. You are responsible for checking these Terms whenever you access or use the Application. By continuing to access or use the Services, You are indicating that You agree to be bound by the modified terms. If the modified terms are not acceptable to You, You must stop accessing and using the Services.

### **Feedback**

If you have any questions about this User Agreement or if you wish to report breaches of this User Agreement, please contact us by emailing us at [support@themortgagespace.com](mailto:support@themortgagespace.com).