

# TERMS OF SERVICE FOR CANADIAN USERS

These Terms are effective on October 14, 2020.

## GENERAL

These Terms of Service (“these Terms”) apply to the following websites of Builder Homesite, Inc. (“BHI”, “we”, or “us”): [www.Builderhomesite.com](http://www.Builderhomesite.com), [www.thebdx.com](http://www.thebdx.com), [www.bdxlive.com](http://www.bdxlive.com), [www.exsquared.com](http://www.exsquared.com), [www.outcoding.com/](http://www.outcoding.com/), [www.outcoding.com/es/](http://www.outcoding.com/es/), [www.dsbmobile.com/](http://www.dsbmobile.com/), [www.rocksaucestudios.com](http://www.rocksaucestudios.com) and [www.newhomeagentconnections.com](http://www.newhomeagentconnections.com) (the “Sites”) and to your use of the Sites.

Each of these Sites is offered to you free of charge. Your use of the Sites, and all information, products and services on them (collectively, the “Services”) are subject to these Terms. The Sites and the Services are offered only to you as an individual.

BY USING THE SERVICES, YOU AGREE TO ALL OF THESE TERMS. IF YOU DO NOT AGREE WITH ANY TERM OR CONDITION SET FORTH BELOW, DO NOT USE THE SERVICES FOR ANY PURPOSE.

The Services may contain links to other websites. Your use of such other websites is subject to the terms of use, if any, contained within each such website. If there is any conflict between the Terms set forth below and any terms or notices set forth on any other website, then the terms of such other website will control your use of that website. Please review the terms of use for each Website so that you understand all of the terms that will apply.

In order to use the Services, you need Internet access. You also need equipment to access the Services, including a computer, modem and other devices. BHI is not responsible for the costs of your Internet access or any equipment needed.

Although we attempt to make sure all of the information on the Sites, including but not limited to price, square footage, elevation and floorplan images, and lot size, is accurate, by continuing to use the Sites, you acknowledge, understand and agree that it may not be current, accurate, or complete and that BHI and its suppliers do not warrant or guarantee such accuracy.

YOU ARE SOLELY RESPONSIBLE FOR INDEPENDENTLY VERIFYING ALL INFORMATION ON THE SITES BEFORE RELYING ON THAT INFORMATION IN ANY MANNER.

## PRIVACY

We may collect personal information and other data from you when you use our Services. Any personal information we collect is subject to our Privacy Policy.

From time to time, we may receive requests to disclose the identities of our users. We only will disclose the identities of our users or other personal information in accordance with the terms of our Privacy Policy.

We encourage you to read and understand our Privacy Policy, which can be accessed at: <https://outcoding.com/privacy-policy/#canada>

## **HOW YOU CAN USE THE SERVICES**

As a registered user, you can use the Services and the Sites for your own personal and commercial purposes as explained on each of the Sites, unless otherwise indicated. You may not share your account with anyone else. You may make a single copy of the individual screens you see when you use the Services, but only for your personal, non-commercial use, and not for further distribution or transfer to others. You may not-and agree not to-modify, reformat, copy, display, distribute, transmit, publish, license, create derivative works from, transfer or sell any information, products or services obtained from the Services.

## **NO LICENSE GRANTED**

Except for allowing you to use the Sites for your personal use and permitted commercial use as set forth in the paragraph above, when you use the Sites you are not receiving a license or any other rights from us, including intellectual property or other proprietary rights of BHI.

**YOU UNDERSTAND THAT YOU HAVE NO RIGHTS TO THE SERVICES OR ANY OTHER BHI PROPERTY EXCEPT AS INDICATED IN THESE TERMS.**

## **PROTECTING CHILDREN**

The Services are not intended for individuals under the age of majority in their province or territory. If you believe we might have any information from or about an individual under the relevant age of majority, please let us know by using the contact information in these Terms.

Parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist parents in limiting access to content that may be harmful to minors.

## **USER CONTENT**

In some parts of our Services, you may be able to participate in surveys, provide ratings, or reviews, post comments or questions, or otherwise contribute content for us to use and display through the Services.

Your contributions may include information and materials of various kinds, including text, graphics, audio/video recordings, ratings, reviews, surveys, responses, feedback, questions, comments, and similar content (“User Content”).

If you do so, you guarantee to us that:

- You have legal rights to post, share or contribute the User Content and it will not violate any law or the rights of any person;
- The User Content you post or share is, to the best of your knowledge accurate; and
- You are entirely responsible for all User Content you upload, post, e-mail, transmit or otherwise make available by and/or through the Services.

Additionally, you agree that by posting User Content:

1. You give us a non-exclusive, royalty-free, irrevocable, perpetual, and worldwide license to allow us and other people to use the User Content;
2. You give us all required rights to use, distribute, modify, display, publicly perform, publish, syndicate, and create derivative works from this User Content, in any and all media, in any manner, in whole or in part, without any restriction or responsibilities to you;
3. You waive any moral rights you may have in the User Content in our favour; and
4. You agree that we have no obligation to keep the User Content confidential.

We do not screen, monitor, edit or review User Content. We do have the right, in our sole discretion, to monitor or remove any User Content at any time and without notice if we believe it will improve our Services. We can also suspend or terminate use of the Services by anyone who we believe does not follow these Terms.

## **CONDUCT OF REGISTERED USERS AND VISITORS**

We believe that all registered users and visitors benefit from basic rules regarding conduct while using any of the chat room, bulletin board, e-mail, messaging or discussion area Services, if offered, so that everyone feels free to share opinions and ideas. The free flow of ideas is jeopardized when a few individuals act irresponsibly.

To help everyone have a positive experience, we ask, and you agree, to follow the following basic rules of conduct when using the Services:

1. You will follow these Terms and all applicable laws;
2. You will never give your password to anyone (no BHI employee will ever ask for it) and you will not provide your billing or credit information except to make a purchase;
3. You will not harass, threaten or abuse other people when using the Services in any manner;
4. You will not interfere with others' use of the Sites, including by interrupting other users' sessions, scrolling down (automatically or manually) to make it difficult for them, or otherwise act in a way that negatively affects other users' enjoyment of the Services;
5. You will not upload, post, e-mail, or otherwise make available any User Content that is obscene or may be hateful or offensive on racial, ethnic, sexual or any other grounds; is harmful, vulgar or distasteful; or is defamatory, libelous, or invades another person's privacy or proprietary rights, including any patent, trademark, trade secret, or copyright of any party;
6. You will not attempt to harvest any screen names or e-mail addresses for any commercial use;
7. You will not collect or store personal information about any other individual on the Services, or otherwise stalk, repeatedly contact or harass another user;
8. You will not impersonate any other person or misrepresent a relationship with any person or entity, including misrepresenting a relationship with BHI; similarly, you will not adopt a false identity if the purpose of doing so is to deceive or defraud another;
9. You will not use the Services to harm minors in any way, or encourage interactions with minors;
10. You will not manipulate the Services so as to hide your identity or participation in Services (by using another person's identity, changing headers, or otherwise modifying any other possible identifier);
11. You will not post any User Content that contains any viruses, cancel bots, Trojan horses, harmful code, or other computer programs or code designed to interrupt the Services we provide, users' ability to enjoy the Services, or the proper functioning of any software, hardware or equipment or materials used in connection with the Services; and
12. You will not send any bulk unsolicited advertising, promotional information, e-mail or other solicitation (including without limitation junk mail, "spam," chain letters or pyramid schemes of any sort) to any person through the use of the Services, except in areas that specifically authorize you to do so (auction forums, for instances).

Please report any violations of these Terms to [privacy@builderhomesite.com](mailto:privacy@builderhomesite.com).

If you violate any of the guidelines set forth above, or any other aspect of these Terms, we reserve the right to suspend or terminate your rights to use the Services without giving you any notice. In the event that your service is terminated, you will immediately lose access to any information that may be on the system. Any violation of these guidelines will be determined by us, at our sole discretion.

YOU UNDERSTAND THAT WE ARE NOT RESPONSIBLE FOR YOUR INABILITY TO ACCESS ANY INFORMATION ON THE SERVICES FOR ANY REASON, WHETHER IT BE BECAUSE OF TERMINATION OF YOUR ACCOUNT; SOFTWARE, HARDWARE, OR INTERNET PROBLEMS OR ERRORS; OR ANY OTHER REASON.

## **INDEMNITY**

You understand that you are personally responsible for your behavior while on the Sites and for all User Content provided via your account. You agree to indemnify and hold BHI and its affiliates and their officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Services, your User Content, or your access to the Sites, or your violation of either these Terms or the rights of any third party.

## **DISCLAIMER OF WARRANTIES**

YOU UNDERSTAND THAT YOUR USE OF THE SERVICES (INCLUDING ANY DOWNLOAD FROM THE SERVICES AND ANY LOSS OF DATA OR OTHER DAMAGE TO YOUR COMPUTER SYSTEM YOU EXPERIENCE FROM USING THE SERVICES) IS AT YOUR SOLE RISK. YOU UNDERSTAND THAT THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITE, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT BHI MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. YOU UNDERSTAND THAT BHI DOES NOT WARRANT THAT THE RESULTS OBTAINED FROM YOUR USE OF THE SERVICES WILL MEET YOUR EXPECTATIONS. NO WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN, CAN MODIFY THE TERMS OF THE DISCLAIMER SET FORTH IN THIS DOCUMENT.

TO THE FULLEST EXTENT PERMITTED BY LAW, BHI DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES.

## **LIABILITY DISCLAIMER**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BHI OR ITS AFFILIATES BE LIABLE TO YOU (OR ANY THIRD PARTY MAKING CLAIMS THROUGH YOU) FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT,

INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS, DATA OR OTHER INTANGIBLES, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, UNAUTHORIZED ACCESS TO AND TAMPERING WITH YOUR PERSONAL INFORMATION OR TRANSMISSIONS, ARISING OUT OF OR RELATED TO THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF THE SITES OR THE SERVICES, EVEN IF BHI HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW OR OTHERWISE.

## **ACCESS RESTRICTIONS; TERMINATION**

We can terminate your access to our Sites or Services at any time at our sole discretion. We may also remove any User Content that you post without cause and without notice to you.

We may update these Terms from time to time without giving you any notice. Unless we let you know by giving you notice, any new features or updated Services that we put on the Sites will be subject to these Terms. We may give you notice by displaying notices or links to notices generally on the Services. **IN THE EVENT THAT YOU DO NOT AGREE TO A CHANGE, PLEASE DO NOT ACCESS OR USE THE SERVICES IN ANY MANNER FOR ANY PURPOSE.**

## **SCHEDULED AND UNSCHEDULED DOWN TIMES for the sites**

In order to ensure that you have the latest information and the best tools for your new home search, we regularly perform site maintenance. Our scheduled maintenance window is every Thursday from 1AM to 6AM Central time. However, there may be other delays and service interruptions from time to time. We apologize for any inconvenience this may cause you. If you have questions regarding this, please contact us at [privacy@builderhomesite.com](mailto:privacy@builderhomesite.com).

## **Intellectual property**

Unless otherwise indicated, all content on the Sites is owned by BHI and/or its licensees and protected by applicable law, with all rights reserved. BHI takes the protection of intellectual property rights, including copyrights, very seriously. BHI will terminate your access to, or use of, the Sites and/or the Services, without notice to you, if you infringe or misappropriate the intellectual property rights, including copyrights, of others.

New Home Technologies, NHT, New Home Source, NewHomeSource.com and Builder Homesite are trademarks of Builder Homesite, Inc. Other trademarks are the property of BHI or their respective owners.

## **EQUAL HOUSING OPPORTUNITY AND HOUSEING FOR OLDER PERSONS**

All real estate advertising on the Sites or delivered through the Services is subject to legal obligations which makes it illegal to advertise any preference, limitation, or discrimination based on a number of grounds, such as race, color, religion, sex, handicap, sexual orientation, gender identity, and familial status, or an intention, to make any such preference, limitation or discrimination. Familial status includes children under the age of 18 living with parents or legal custodians; pregnant women; and people securing custody of children under 18.

While BHI will not knowingly accept any advertising for real estate that is in violation of the law, we do not independently validate that these advertisers are compliant with all relevant non-discrimination laws.

To complain of discrimination, contact your provincial or territorial Human Rights Commission.

## **DISPUTE RESOLUTION**

If any dispute arises between you and BDX, both parties will attempt in good faith to resolve the dispute.

These Terms are governed by, and will be interpreted in accordance with, the laws of the province of Ontario and the federal laws of Canada without regard to any choice of law provisions. Any such claims must be brought before the courts in the City of Toronto, Ontario, and you irrevocably consent to the exclusive judgement of such courts. Notwithstanding the foregoing, both you and BHI can apply to any court of competent jurisdiction to obtain injunctive or other emergency relief.

Unless prohibited by law, you agree to waive any right you might have to participate in any class action against BHI.

## **MISCELLANEOUS**

These Terms are the entire agreement between you and BHI. They supersede any and all prior or contemporaneous agreements between you and BHI relating to your use of the Sites or the Services. If any part of these Terms is determined to be invalid or unenforceable, it will not impact any other provision of these Terms, all of which will remain in full force and effect.

These Terms are not assignable or transferable by you without BHI's prior written consent. These Terms will enure to the benefit of, and will be binding on, the heirs, executors, administrators, successors, and assigns of the parties.

## **CONTACT INFORMATION**

If you have any questions about these Terms, please contact us at [privacy@builderhomeste.com](mailto:privacy@builderhomeste.com) or at:

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