

Terms of Use

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Welcome to BuyProperly!

BuyProperly Limited (together with all companies owned by and in common ownership with BuyProperly Limited, “**BuyProperly**” “**we**,” “**us**,” “**our**”) provides its Services (as defined herein) to you through its website located at www.buyproperly.ca (the “**Website**”). The term “**Website**” shall include any modifications, enhancements, integrations or related applications thereto. The term “**Services**” shall include all content and associated services published or otherwise made available to you, via the Website or otherwise, under these Terms. The Services and the Website are collectively referred to as the “**Site**”.

Use of the Site

- i. These Terms of Use (as amended, supplemented or replaced from time to time, the “**Terms**”) govern your access to and use of the Site. By accessing or using the Site you agree to be bound by these Terms. If you do not accept these Terms then you must not access or use the Site.
- ii. If you are accepting these Terms on behalf of an organization, you represent that you have the authority to bind such organization to these Terms, in which case “you” or “your” will refer to such organization. If you do not have such authority, or you do not agree with these Terms, you must not accept these Terms and may not use the Site.
- iii. You agree to have these Terms and any related information made available to you, and to otherwise have communications between you and us occur, electronically. You also agree that any transactions through the Site shall be conducted electronically. You may also be subject to additional terms and conditions applicable to certain services, including the BuyProperly mobile application, which are incorporated by reference into these Terms.
- iv. We have the right, in our sole discretion, to add to, remove, modify or otherwise change any part of these Terms, in whole or in part, at any time without notice to you. If we exercise this right such changes will be effective as of the date the changes to these Terms are posted to the Site, and the “Last Update” notice at the top of this document shall be amended to reflect the date of such changes. It is your responsibility to check these Terms each time you access the Site to determine whether any changes have been made. If any change to these Terms is not acceptable to you, you must discontinue your use of the Site immediately. Your continued use of the Site after any such changes are posted will constitute acceptance of those changes. These Terms apply exclusively to your use of the Site and do not alter the terms or conditions of any other agreement you may have with us.
- v. We may, at any time without notice or liability, and for any reason whatsoever, terminate, change, suspend or discontinue any aspect of the Site, including: (a) changing the availability of, restricting access to, or imposing limits on any or all features or services on, or links to, the Site (including Third Party Services (as defined herein)); (b) removing, adding, modifying or otherwise changing any Fees (as defined herein) arising out of use of the Site or any features of the Site; and (c) removing, adding, modifying or otherwise changing any content on the Site. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of the Site at any time without notice.
- vi. You must be 18 years of age or older and of at least the age of majority in the jurisdiction in which you reside as of the time you register a user account with us.

Membership and Accounts

- i. To use the Site, you must register for a user account by providing us with your real name, password, mailing address, valid email address, and certain other information that we may reasonable request including information relating to your eligibility under applicable securities laws (including information we require to verify your identity, jurisdiction of residence and your financial condition). You acknowledge and agree that we will rely on

this information in providing you with access to the Site and any Offering (as defined herein). You must provide complete and accurate information to us and notify us promptly if your information changes.

- ii. You consent to BuyProperly's collection, use and distribution of personal information provided by you for the purpose of verifying your identity (including for regulatory purposes) or creditworthiness (including by obtaining and using credit reports). Other personal identifiers, if provided, may be used to verify your identity, including matching credit reports. BuyProperly may collect credit, financial and related personal information for these purposes from you, credit bureaus, credit reporting agencies and references provided by you to BuyProperly. You consent to the disclosure of such information by these parties to BuyProperly. You agree that BuyProperly may, from time to time, use the above information and other personal information collected or compiled by BuyProperly in connection with these Terms (including user account status and payment history) for the purposes of opening, administering, servicing and enforcing these Terms, collecting amounts owing to BuyProperly, verifying and evaluating your current and ongoing creditworthiness and financial status, responding to your inquiries and otherwise communicating with you regarding a user account. .
- iii. You may not share your login information or password with any other person. You are responsible for all activity occurring under your user account. You shall abide by all applicable local, provincial, national and foreign laws, treaties and regulations in connection with use of the Site, including those related to data privacy, international communications and the transmission of technical or personal information. You shall: (a) notify us immediately of any unauthorized use of any password or user account or any other known or suspected breach of security; and (b) not impersonate another person or provide false identity information to gain access to or use the Site. Without limitation, we may immediately remove or suspend any user account where we suspect there has been an attempted or actual security breach or to ensure the security of the Site.
- iv. If you become aware of an unauthorized access to your account, you must change your password and notify us immediately. You agree to notify us promptly of any unauthorized use of your password and you will remain liable for any use of the Site to the extent permitted by applicable law.
- v. You will not, and will not permit any third party to, directly or indirectly, use the Site in any manner that is unlawful (including by accessing the Site from any location where such access may be illegal or prohibited), unethical, indecent, offensive, defamatory, derogatory, fraudulent, deceptive, harmful, abusive, threatening, vulgar, profane, pornographic, obscene, sexually explicit, sexist, racist, hateful, offensive, harassing, invasive of the privacy rights of others (this includes the posting of any materials that depict, encourage, indicate, advocate or tend to incite any such conduct), or is otherwise objectionable or which does not respect the legal rights and interests of others.
- vi. You are solely responsible for complying with all applicable laws with respect to your access to and use of the Site.

Limited Rights and Restrictions

- i. Subject to these terms, you are granted a non-exclusive, non-transferable, non-sub-licensable, revocable, limited-purpose right to access and use the Site and the content therein solely for your own personal, or internal business, use. You may not use access or use the Site or such content on any deviation thereof for the purposes of resale, solicitation, advertising or to provide services to third parties or otherwise deal with the same without our prior written permission.
- ii. You will not or permit any third party to, directly or indirectly: (a) modify, adapt, translate, reverse engineer, decompile, create derivative works from, or disassemble the Site for any reason whatsoever, including for the purpose of creating competitive products or services; (b) sublicense, lease, sell, resell, rent, share, loan, distribute, transfer or otherwise commercially exploit any portion of the Site, or allow the use of the Site on behalf of or for the benefit of any third party; (c) copy any portion of the Site onto your own or any other website or into a database or mobile application; (d) use the Site in any manner that could damage, disable, overburden, impair, interfere with the security of, negatively affect the functioning of, or otherwise abuse, the Site or any other services, system resources, accounts, servers, networks, affiliated or linked sites connected to or accessible through the Site (including without limitation uploading, posting or otherwise transmitting on the Site any computer viruses, trojan horses, worms or other files or computer programs which are potentially harmful, disruptive or destructive or that may impose an unreasonable or disproportionately large load on the infrastructure of the Site); (e) use any robot, spider or other automatic program or device, or manual process to

monitor, copy, summarize, or otherwise extract information from the Site in whole or in part; (f) use the Site in any manner that may dilute or depreciate the BuyProperly name, intellectual property rights, reputation, or goodwill ; (g) interfere with any other persons' use and enjoyment of the Site or of the Internet generally, including by harvesting or collecting information about other users of the Site; (h) send unauthorized or unsolicited junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (including solicitation for the purposes of any transaction) or otherwise contact any other user of the Site; (i) use the Site if you are not able to form legally binding contracts, or are temporarily or indefinitely suspended from using the Site; (h) attempt to circumvent any security device or feature of the Site; or (i) load or penetration test the Site, except as expressly permitted.

- iii. BuyProperly may investigate your actions involving violations of applicable laws and regulations and co-operate with law enforcement authorities in prosecuting users who are involved in such violations. We reserve the right at all times to disclose any information (including without limitation your personal information or your identity) regarding your usage of the Site (including any perceived violations of applicable law), in each case as may be permitted by or required to satisfy applicable law.

Ownership

Rights in the Site: Subject to the limited rights expressly granted herein and excluding any User Data (as defined herein), (a) no other rights are granted to you hereunder and BuyProperly owns, retains and reserves all right, title and interest (including all copyright, patent, trade secrets and other intellectual property rights, whether registered or unregistered) in the Site, including modifications, improvements, developments, enhancements and derivative works howsoever created, even if unauthorized or on the request of or based on any User Data or any suggestion, idea or feedback, from you; and (b) no express or implied licence or right of any kind is granted to you regarding the Site, or any portion thereof, including any right to obtain possession of any source code, data or other technical material relating to the Site. You acknowledge that it is obtaining only a limited right to access and use the Site.

Rights in the User Data. As between the parties, you own all right, title and interest in the content, information, materials and data collected on, submitted or uploaded to, or shared using the Site by you or on your behalf (the “**User Data**”). You are solely responsible for the accuracy, quality, reliability, content and legality of all User Data and for obtaining all the necessary licences, intellectual property rights, clearances, permissions, consents and authorizations for use of User Data in connection with the Site, including with any Third Party Services. Should BuyProperly deem any User Data either to be in breach of these Terms or to be reasonably expected to constitute grounds for BuyProperly's exposure to civil or criminal liability, BuyProperly reserves the right, but does not assume the obligation, to remove such User Data from the Site or, if BuyProperly itself is unable to do so, to request the removal or editing of such User Data by you as BuyProperly sees fit. You will comply with any such request as soon as possible.

Third Party Services

BuyProperly or third parties may make available to you **[for purchase]** access to or use of third party software services, applications or functionality that link to, interoperate with, are used in conjunction with, or are incorporated into **[and resold through]** the Site (“**Third Party Services**”). You acknowledge and agree that BuyProperly does not own or control such Third Party Services. The Third Party Services are made available as a convenience only and are not part of the “Site” or subject to any of the warranties (whether express or implied), service commitments or other obligations with respect to Site hereunder. Moreover, the Third Party Services providers are not partners, agents or representatives of BuyProperly **[and it is up to you to decide whether to use or enable these Third Party Services and you must rely on your own skill and judgement in electing to do business with such third parties]**. BuyProperly has no obligation to monitor or maintain Third Party Services and may disable or restrict access to any Third Party Services at any time without notice. Access to and use of any Third Party Services, including the availability thereof and uptimes related thereto, is at your own risk and is solely determined by the relevant Third Party Services provider and is subject to such additional terms and conditions applicable to such Third Party Services. **[Where applicable, you are solely responsible for maintaining appropriate accounts in good standing with the Third Party Services providers.]** BuyProperly will have no liability or other obligation to you for such Third Party Services or User Data exported to a Third Party Service, including

but not limited to any unavailability of any Third Party Services, or any Third Party Service provider's decision to discontinue, suspend or terminate any Third Party Services.

Privacy Statement

Any personal information which BuyProperly collects via the Site is subject to the BuyProperly Privacy Statement found at <https://buyproperly.ca/> ("**Privacy Statement**"), which is incorporated by reference into these Terms. When you use our mobile applications or interact with the Site, you agree that information about you and your use of the Site, including but not limited to, the type of device, your mobile carrier, your internet access provider, your physical location, and/or web pages containing plugins that load in your browser may be communicated to us.

Usage Data/Statistical Data

To deliver, support, develop, test and improve the Site, BuyProperly may collect, store, analyze and interpret data elements associated with or provided in the use of the Site. BuyProperly will own all rights in such data and any algorithm, computational or cumulative results of such data. BuyProperly may use such data for any purpose (including providing the Site, and auditing and improving the Site), and may provide it to third parties or compile it with other data to derive statistical and performance information, provided that it will aggregate and anonymize such data so that you or any person cannot be identified as the source of such data.

Disclaimer

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BUYPROPERLY MAKES NO (AND EXPRESSLY DISCLAIMS ALL) OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OR THE RESULTS YOU MAY OBTAIN BY USING THE SITE. BUYPROPERLY DOES NOT WARRANT THAT (I) THE SITE WILL MEET YOUR REQUIREMENTS, (II) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS. BUYPROPERLY DOES NOT WARRANT THAT THE SITE WILL BE COMPATIBLE WITH YOUR COMPUTER SYSTEMS OR ANY INTERNET TECHNOLOGY. BUYPROPERLY DISCLAIMS ALL FAILURES, DELAYS AND OTHER PROBLEMS INHERENT WITH THE INTERNET AND IS NOT RESPONSIBLE FOR ANY USER DATA DELAYED, LOST, ALTERED, INTERCEPTED OR STORED DURING THE TRANSMISSION ACROSS NETWORKS NOT OWNED OR CONTROLLED BY BUYPROPERLY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

- i. YOU AGREE THAT IN NO EVENT WILL BUYPROPERLY OR ANY OF ITS AFFILIATES OR RELATED ENTITIES OR THEIR RESPECTIVE TRUSTEES, CONSTITUENT PARTNERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES (COLLECTIVELY "**BUYPROPERLY REPRESENTATIVES**") HAVE ANY RESPONSIBILITY OR LIABILITY IN CONNECTION WITH THE SITE OR THE CONTENT FOR ANY LOSSES OR DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT (INCLUDING FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE BASIS, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOSS OF INFORMATION OR DATA, LOSS OF PROFIT, LOSS OF SAVINGS OR REVENUE, LOSS OF GOODWILL OR OTHER ECONOMIC LOSS), ARISING FROM OR IN CONNECTION WITH OR RELATING TO THE USE OF OR ACCESS TO, OR ANY INCONVENIENCE, DELAY OR LOSS OF USE OF OR ACCESS TO, THE SITE, THE CONTENT OR ANY THIRD PARTY SERVICES, OR FAILURE OF SUCH WEBSITES (INCLUDING WITHOUT LIMITATION ANY DAMAGES SUFFERED AS A RESULT OF OMISSIONS OR INACCURACIES IN SUCH WEBSITES OR CONTENT, OR THE TRANSMISSION OF CONFIDENTIAL OR SENSITIVE INFORMATION TO OR

FROM SUCH WEBSITES), EVEN IF WE OR ANY BUYPROPERLY REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS OR IF SUCH DAMAGE OR LOSS WAS FORESEEABLE. IF AND TO THE EXTENT THAT THE PROCEEDING PROVISION DOES NOT APPLY TO ANY CLAIM, BUYPROPERLY'S MAXIMUM AGGREGATE LIABILITY FROM ALL CLAIMS DIRECTLY OR INDIRECTLY ARISING FROM OR IN CONNECTION WITH USE OF THE SITE SHALL NOT EXCEED ONE HUNDRED CANADIAN DOLLARS (CAD\$100). NOTHING IN THIS SECTION WILL OPERATE TO EXCLUDE OR RESTRICT BUYPROPERLY'S LIABILITY (IF ANY) FOR ANY MATTER FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE OR LIMIT ITS LIABILITY.

Indemnity

You agree to defend, indemnify and hold BuyProperly and their officers, employees, directors and agents (collectively, "**Indemnitees**") harmless from and against any and all claims (including third party claims) brought against BuyProperly arising out of or in connection with your use of the Site, any User Data, your connection to the Site, your violation of these Terms or your violation of any rights of a third party (including intellectual property, privacy or other rights), and you shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court or otherwise agreed to in settlement of such claim.

Jurisdiction

You agree that all matters relating to the access to, or use of, the Site shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to its conflict of laws principles, and that you will comply with all such applicable laws. Any dispute between us and you or any other person arising from, in connection with or relating to the Site, these Terms, any transaction through the Site or any related matters must be resolved before the Courts of the Province of Ontario, Canada sitting in the City of Toronto, and you hereby irrevocably submit and attorn to the exclusive jurisdiction of those Courts in respect of any such dispute.

Termination of Use

- i. If you breach any provision of these Terms, then you may no longer use the Site. We, in our sole and arbitrary discretion, may determine whether these Terms have been violated. You agree that we may, in our sole and arbitrary discretion, terminate or suspend your account with or without notice to you.
- ii. Upon termination or suspension of your account, regardless of the reasons therefore, your right to use the Site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and/or bar any further access to such files or the Site. We will not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension. You agree that we may retain any information associated with your account (including information we collected in accordance with our Privacy Statement), for the period specified by applicable law.

General

- i. These Terms constitute the entire agreement between us and you with respect to the subject matter hereof, and supersede all communications, representations or agreements, either oral or written, between us or our affiliates and you with respect to this subject matter. Notwithstanding the foregoing, if you and BuyProperly agree to a written agreement and such agreement expressly states that it supersedes particular language in these Terms, the provisions of such agreement will prevail. If for any reason a court of competent jurisdiction finds any provision of these Terms or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.
- ii. No waiver of or consent to depart from the requirements of any provision of these Terms will be binding unless it is in writing and signed by BuyProperly.

- iii. The provisions of these Terms will enure to the benefit of and be binding upon you and BuyProperly and its respective successors and assigns, and, if you are contracting as an individual, your heirs, executors, administrators and personal representatives. You may not assign these Terms or your rights and obligations under these Terms without our express prior written consent, which may be withheld in our sole discretion. We may assign these Terms and our respective rights and obligations under these Terms without your consent.

Notices

All notices to us shall be in writing and shall be made via email. Notices to us must be sent to the attention of our customer service representatives at **info@BuyProperly.ca**. Notices to you may be sent, in our sole discretion, to the address or email address supplied by you and associated with your account.

Language

The parties have required that this agreement and all documents relating thereto be drawn up in English. *Les parties ont demandé que cette convention ainsi que tous les documents qui s'y attachent soient rédigés en langue anglaise.*

Interpretation

In these Terms, (a) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine; (b) the headings are intended solely for convenience of reference and will be given no effect in the interpretation or construction of these Terms; and (c) wherever the words "include", "includes" or "including" are used, they shall be deemed to be followed by the words "without limitation" and the words following "include", "includes", or "including" shall not be considered to set forth an exhaustive list.