

AGREEMENT BETWEEN YOU AND HOMELIFE

Acceptance of terms

HomeLife® Realty Services Inc. ("HomeLife") provides numerous services to its members, including a collection of online resources, forums, and various email services, (referred to hereafter as "the Service") subject to the following Terms of Use ("Terms". By using the Service in any way, you are agreeing to comply with these Terms. In addition, when using particular HomeLife services, you agree to abide by any applicable posted guidelines for all HomeLife services, which may change from time to time. Should you object to any term or condition of these Terms, any guidelines, or any subsequent modifications thereto or become dissatisfied with the Service in any way, your only recourse is to immediately discontinue use of the Service. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, DO NOT USE THE WEBSITE.

Modifications to this agreement

We reserve the right, at our sole discretion, to change, modify or otherwise alter these Terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes.

Content

You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") posted on, transmitted through, or linked from the Service, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for all Content that you post, email or otherwise make available via the Service. You understand that HomeLife does not control, and is not responsible for Content made available through the Service, and that by using the Service, you may be exposed to Content that may be offensive, inaccurate, misleading, or otherwise objectionable. Furthermore, the HomeLife website and Content available through the Service may contain links to other websites, which are completely independent of HomeLife and the Service.

HomeLife makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such website. Your linking to any other websites is at your own risk. You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will HomeLife be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Service. You acknowledge that HomeLife does not pre-screen or approve Content, but that HomeLife shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available via the Service, for violating the letter or spirit of the Terms or for any other reason.

Third party content, websites, and services

The HomeLife website and Content available through the Service may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of HomeLife and the Service, including websites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole.

Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel

necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. Your relationship with other individuals, entities, or organizations shall be governed by the terms and use policies of those websites as well.

You agree that HomeLife shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this website, or between users and any third party, you understand and agree that neither HomeLife nor the Service is under any obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release HomeLife, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Service.

Notification of claims of infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify HomeLife agent for notice of claims of copyright or other intellectual property infringement ("Agent"), at

HomeLife@HomeLife.com

or:

HomeLife Realty Services Inc.

28 Drewry Avenue

Toronto, ON, M2M 1C8

Toll Free: 1 800 668 0186

Please provide us with the following Notice:

- a) Identify the material on the HomeLife website that you claim is infringing, with enough detail so that we may locate it on the website;
- b) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- c) A statement by you declaring under penalty of perjury that (1) the above information in your Notice is accurate, and (2) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
- d) Your address, telephone number, and email address; and
- e) Your physical or electronic signature.

HomeLife will remove the infringing postings once we have reviewed your notice and determined its accuracy.

Privacy and information disclosure

Your use of the HomeLife website or the Service signifies acknowledgement of and agreement to our Privacy Policy. You further acknowledge and agree that HomeLife may, in its sole discretion, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, for marketing purposes either by HomeLife or its affiliates or suppliers or if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to claims that contact information (e.g. phone number, street address) of a third-party has been posted or transmitted without their consent or as a form of harassment; (e) protect the rights, property, or personal safety of HomeLife, its users or the general public.

Conduct

You agree not to post, email, or otherwise make available Content:

- a) that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, scandalous, inflammatory, invasive of another's privacy, or is harmful to minors in any way;
- b) that is pornographic, profane, lascivious, or obscene in nature;
- c) that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d) that impersonates any person or entity, including, but not limited to, a HomeLife employee, or falsely states or otherwise misrepresents your affiliation with a person or entity (this provision does not apply to messages that are lawful non-deceptive parodies of public figures.);
- e) that includes personal or identifying information about another person without that person's explicit consent;
- f) that is false, deceptive, misleading, deceitful, or misinformative;
- g) that infringes any patent, trade-mark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- h) that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement;
- i) that constitutes or contains any form of advertising or solicitation if: posted in areas of HomeLife's websites which are not designated for such purposes; or emailed to the Service users who have not indicated in writing that it is acceptable to contact them about other services, products or commercial interests.
- j) that includes links to commercial services or websites, except as allowed in "services";
- k) that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law, including without limitation items the sale of which is prohibited or regulated by Canadian law;
- l) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- m) that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; or
- n) that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.

Additionally, you agree not to:

- o) contact anyone who has asked not to be contacted;
- p) "stalk" or otherwise harass anyone;
- q) collect personal data about other users for commercial or unlawful purposes;
- r) use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service - unless expressly permitted by HomeLife;
- s) post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
- t) post the same item or service in more than one classified category or forum, or in more than one metropolitan area;
- u) attempt to gain unauthorized access to HomeLife's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the HomeLife website; or
- v) use any form of automated device or computer program that enables the submission of postings on HomeLife's website without each posting being manually entered by the author thereof (an "automated posting device"), including without limitation, the use of any such automated posting device to submit postings in bulk, or for automatic submission

of postings at regular intervals.

No spam policy

You understand and agree that sending unsolicited email advertisements to HomeLife email addresses or through HomeLife computer systems, which is expressly prohibited by these Terms, will use or cause to be used servers located in Canada. Any unauthorized use of HomeLife computer systems is a violation of these Terms and certain federal and provincial laws.

Limitations on service

You acknowledge that HomeLife may establish limits concerning use of the Service, including the maximum number of days that Content will be retained by the Service, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service. You agree that HomeLife has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that HomeLife reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that HomeLife shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Access to the service

HomeLife grants you a limited, revocable, nonexclusive license to access the Service for your own personal use. This license does not include any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by HomeLife. A limited exception is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file.

Use of the Service beyond the scope of authorized access granted to you by HomeLife immediately terminates said permission or license. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Service or any Content made available via the Service for other purposes (including commercial purposes) not stated herein, you must first obtain a license from HomeLife.

Termination of service

You agree that HomeLife, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if HomeLife believes that you have acted inconsistently with the letter or spirit of the Terms even if HomeLife is misinformed or relies on unverified information or data. Further, you agree that HomeLife shall not be liable to you or any third-party for any termination of your access to the Service. Further, you agree not to attempt to use the Service after said termination. Sections 2, 4, 6 and 10-16 of this agreement shall survive termination of these Terms.

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Indemnity

You agree to indemnify and hold HomeLife, its directors, officers, employees, agents, subsidiaries, affiliates, successors, assigns, Providers and suppliers, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of content you submit, post or make available through the Service, your use of the Service, your violation of the Terms, your breach of any of the representations and warranties herein, or

your violation of any rights of another.

General information and venue for legal claims

Unless otherwise specified, the content and information contained in this Website is presented solely for your convenience and/or information. The Terms constitute the entire agreement between you and HomeLife and govern your use of the Service, superceding any prior agreements between you and HomeLife. The Terms and the relationship between you and HomeLife shall be governed by the laws of the Province of Ontario, Canada without regard to its conflict of law provisions. This Website is controlled and operated by HomeLife through a third party located within Alberta. HomeLife makes no representation that content in its website is appropriate or available for use in other locations. By use of this website You agree to submit to the personal and exclusive jurisdiction of the courts located within the Province of Ontario, Canada. Any action You, any third party or HomeLife initiates to enforce these Terms, or in connection with any matters related to this Website, shall be brought only in the Provincial or Federal courts located in Ontario, Canada and You expressly consent to the jurisdiction of said courts. If any action is brought in any other Court outside of Ontario, Canada You agree You shall be liable for all attorney fees and legal costs involved in transferring the action to Ontario, Canada for litigation. The failure of HomeLife to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Third party rights pertaining to our website

These Terms are for the benefit of HomeLife, its officers, directors, employees, affiliates, agents, licensors, Providers and suppliers. Each of these individuals or entities shall have the right to assert and enforce these Terms directly against You on its or their own behalf.

Violation of terms and liquidated damages

Please report any violations of the Terms, by flagging the posting(s) for review, or by emailing to: HomeLife@HomeLife.com Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You understand and agree that, because damages are often difficult to quantify, if it becomes necessary for HomeLife to pursue legal action to enforce these Terms, you will be liable to pay HomeLife the following amounts, in Canadian funds, as liquidated damages, which you accept as reasonable estimates of HomeLife's damages for the specified breaches of these Terms: a. If you post a message that (1) impersonates any person or entity; (2) falsely states or otherwise misrepresents your affiliation with a person or entity; or (3) that includes personal or identifying information about another person without that person's explicit consent, you agree to pay HomeLife one thousand dollars (\$1,000.00) for each such message. b. If HomeLife establishes limits on the frequency

with which you may access the Service, or terminates your access to or use of the Service, you agree to pay HomeLife one hundred dollars (\$100.00) for each message posted in excess of such limits or for each day on which you access HomeLife in excess of such limits, whichever is higher. c. If you send unsolicited email advertisements to HomeLife email addresses or through HomeLife computer systems, you agree to pay HomeLife twenty five dollars (\$25.00) for each such email. d. If you post messages in violation of these Terms of Use, other than as described above, you agree to pay

HomeLife one hundred dollars (\$100.00) for each such message. In its sole discretion, HomeLife may elect to issue a warning before assessing damages. e. If you aggregate, display, copy, duplicate, reproduce, or otherwise exploit for any purpose any Content (except for your own Content) in violation of these Terms without HomeLife's express written permission, you agree to pay HomeLife three thousand dollars (\$3,000.00) for each day on which you engage in such conduct. f. If you infringe on HomeLife's trade-marks, copyrights, or proprietary material, you agree to pay HomeLife ten thousand dollars (\$10,000.00) for each day on which you engage in such conduct. Otherwise, you agree to pay HomeLife's actual damages, to the extent HomeLife's damages can be reasonably calculated. Notwithstanding any other provision of these Terms, HomeLife retains the right to seek the remedy of specific performance of any term contained in these Terms, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in these Terms, or any combination thereof.

ACCESSIBLE CUSTOMER SERVICE POLICY

HomeLife Realty Services Inc.

OUR MISSION

The Mission of **HomeLife Realty Services Inc. "HomeLife"** is provide marketing leading programs and services to our network of independently owned and operated franchised real estate brokerages.

ARTICLE 1

OUR STATEMENT

PURPOSE AND OBJECTIVES OF THE ACCESSIBLE CUSTOMER SERVICE POLICY

In fulfilling its mission, **HomeLife** strives at all times to provide its services in a way that respects the dignity, independence and full social inclusion of people with disabilities. We are also committed to giving people with disabilities the same opportunity to access our services and allowing them to benefit from the same services, in the same place and in a similar way as other customers.

ARTICLE 2

OUR COMMITMENT

HomeLife is committed to serving all our customers including those with disabilities in ways that meet or exceed their expectations. We will carry out our functions and responsibilities in the following manner:

2.1 Communication

- a) When communicating with customers with disabilities, we shall do so in ways that take into account their disability. Staff and others who act on **HomeLife's** behalf who communicate with customers will communicate with people in ways that will best meet their needs. Employees will ask, what is the easiest way for you to communicate?
- b) Employees will meet off site from the office if the office is not accessible to someone due to a disability.

2.2 Telephone Services

- a) We are committed to providing accessible telephone services to our customers. We will train staff to communicate with customers over the telephone in clear and plain language and to speak clearly and slowly.
- b) We will offer to communicate with customers by email or regular mail if telephone communication is not suitable to their communication needs or is not available.

2.3 Use of assistive devices, service animals and support persons

a) Assistive devices

- i. HomeLife is committed to serving persons with disabilities who use assistive devices to obtain, use or benefit from our services. Employees will assist customers if there is any problem with their use of an assisted device on our premises.
- ii. Persons with disabilities shall be permitted to obtain, use or benefit from goods or services through the use of their own assistive devices. Employees will carry materials and items for a person with disability if requested.
- iii. Exceptions may occur in situations where **HomeLife** has determined that the assistive device may pose a risk to the health and safety of a person with a disability or the health and safety of others on the premises. In these situations, if a person with a disability is hindered from accessing goods or services, an alternative accommodation shall be provided where possible.

b) Service animals

- i. We are committed to welcoming people with disabilities who are accompanied by a service animal in the areas of our premises that are open to the public and other third parties unless otherwise prohibited by law. We will also ensure that all staff dealing with the public are properly trained in how to interact with people with disabilities who are accompanied by a service animal.

c) Support persons

- i. We are committed to welcoming people with disabilities who are accompanied by a support person. Any person with a disability who is accompanied by a support person will be allowed to enter premises open to the public or other third parties with his or her support person. At no time will a person with a disability who is accompanied by a support person be prevented from having access to his or her support person while on our premises.

2.4 Fees

- a) Where there is a fee associated with participating in a **HomeLife** conference, event, course, etc. the support person is permitted to attend at no cost provided he/she is not also participating. Please note that the support person is responsible for other services such as food, lodging, etc.

2.5 Notice requirements re: service animals and support persons

- a) As space for **HomeLife** organized conferences, events, courses, etc. may be limited and to ensure they can be accommodated, customers need to provide notice and/or provide documentation that they require the support of a service animal or support person.

2.6 Notice of temporary disruption

- a) **HomeLife** will provide customers with notice in the event of a planned or unexpected disruption in the facilities or services usually used by people with disabilities. This notice will include information about the reason for the disruption, its anticipated duration, and a description of alternative facilities or services, if available.
- b) The notice will be placed at all public entrances and service counters on our premises.
- c) If the disruption is long-term, an announcement will also be posted on the organization website to inform all customers of the location, duration of the disruption and alternate solutions.

2.7 Billing

- a) We are committed to providing accessible invoices to all of our customers and will make every effort to provide alternative formats of invoices in a timely manner upon request.

2.8 Training for staff

- a) **HomeLife** will provide customer services training to all employees, volunteers and others who deal with the public or other third parties on their behalf, and all those who are involved in the development and approvals of customer service policies, practices and procedures.
- b) This training will be provided in the Employee Orientation package that staff receive when hired.
- c) Training will include the following:
 - i. The purposes of the *Accessibility for Ontarians with Disabilities Act, 2005* and the requirements of the Customer Service Standards under the *Accessibility Standards for Customer Service, Ontario Regulation 429/07*.
 - ii. How to interact and communicate with people with various types of disabilities.
 - iii. How to interact with people with disabilities who use an assistive device or require the assistance of a service animal or a support person.
 - iv. Familiarize employees with personal assistive devices and train employees on how to use devices on premise, if present, such as automatic doors, TTY, etc., that may help with the provision of goods or services to people with disabilities.
 - v. What to do if a person with a disability is having difficulty in accessing **HomeLife's** services.
 - vi. **HomeLife's** policies, practices and procedures relating to the customer service standard.
- d) Staff will also be trained on an ongoing basis when changes are made to these policies, practices and procedures.

2.9 Feedback process

- a) Since HomeLife's ultimate goal is to meet and surpass customer expectations while serving customers with disabilities, comments on how well those expectations are being met are welcomed and appreciated. Feedback regarding the way **HomeLife** provides goods and services to people with disabilities can be made by contacting:
 - (i) By Telephone – **416-733-9966**
 - (ii) By E-Mail – send comments to **cjohnston@homelife.com** and reference "accessible customer service" in the subject line
 - (iii) In Person or by Mail:
28 Drewry Ave
Toronto, ON M1N2Y2
If sent by mail, please address to the attention of: **Craig Johnston**
- b) Feedback will be used to improve **HomeLife's** customer service. Customers can expect to hear back from **HomeLife** within 5 (five) business days in the format in which the feedback was received.

2.10 Modifications to this or other policies

- a) We are committed to developing and updating customer service policies that respect and promote the dignity and independence of people with disabilities. Therefore, no changes will be made to this policy before considering the impact on people with disabilities.

2.11 Questions about this policy

- a) This policy exists to achieve service excellence to customers with disabilities. If anyone has a question about the policy, or if the purpose of a policy is not understood, please contact **HomeLife** as outlined under

the **Feedback** section of this policy.

Copies of this policy and any other documents required by the Customer Service Standards are available upon request. Such documents will be provided in an alternative format upon request within a reasonable time.