

Terms of Service

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Canadian Land Access Systems Inc. ("**CLAS**") provides an online platform connecting Land-Owners and Land-Users to facilitate land access as between Land-Owners and Land-Users where permitted (the "**Services**"), which Services are accessible at www.canadianlandaccess.com any other websites through which CLAS makes the Services available (the "**Websites**"), and through applications for mobile, tablet and other smart devices and application program interfaces (the "**Applications**", and collectively with the Websites, the "**Site**").

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS TO LIABILITY, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

IN PARTICULAR, USERS SHOULD UNDERSTAND HOW THE LAWS WORK IN THEIR RESPECTIVE LOCATIONS WITH RESPECT TO LAND ACCESS AND USE, OCCUPIER'S LIABILITY, AND ANY OTHER LAWS OR REGULATIONS WITH RESPECT TO THE ACTIVITIES TO BE UNDERTAKEN BY USERS IN CONNECTION WITH THE SITE AND SERVICES. FOR EXAMPLE, ALL LAND-USERS WILL NEED TO OBTAIN ALL NECESSARILY PERMITS, APPROVALS, AUTHORIZATIONS OR LICENSES REQUIRED TO CONDUCT THE ACTIVITIES THEY UNDERTAKE ON ANY PROPERTIES ACCESSED THROUGH THE SITE. CLAS WAIVES ANY AND ALL LIABILITY RESPECTING ALL LAND ACCESS AND USE.

BY CLICKING ON THE APPROPRIATE BUTTON BELOW, OR BY INSTALLING, ACTIVATING OR USING THE APPLICATIONS, SERVICES AND WEBSITES, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. FURTHERMORE, BY USING THE SITE AND SERVICES IN ANY WAY, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE AND ACCEPT THESE TERMS, DO NOT PROCEED WITH USING THE SERVICE OR SITE AND REMOVE AND DELETE THE APPLICATION FROM YOUR DEVICE. THESE TERMS OF USE MAY CHANGE FROM TIME TO TIME, AND YOU AGREE TO BE BOUND BY ANY SUCH CHANGES WHEN POSTED ON THE WEBSITES AND/OR MADE AVAILABLE ON THE APPLICATION. WE ENCOURAGE YOU TO PERIODICALLY REVIEW THE TERMS OF USE TO KEEP UP TO DATE WITH ANY MODIFICATIONS.

1. Key Terms

Under these Terms, "**use**" or "**access**" of the Site specifically includes any direct or indirect access or use of the Site or any cached version of the Site and any direct or indirect access or use of any information or content on the Site, regardless of how obtained and the term "**Site**" includes without limitation, any cached version thereof. If you arrived on the Site after having been re-directed or otherwise clicking on another website, you agree that these Terms shall govern your use of the Site.

Each Site is operated by CLAS. Unless otherwise specified, the entity controlling the Site you are accessing is referred to herein as "**CLAS**", "**we**", "**us**" or "**our**". The term "**you**" refers to a User.

"**Access Confirmation**" means a confirmation from a Land-Owner granting a Land-User access to their Property on the terms and conditions set out in these Terms, the applicable Listing and any additional terms and conditions set forth in the Access Confirmation itself, as applicable.

"**Access Request**" means a request by a Land-User to the Land-Owner to access the Property listed in such Land-Owner's Listing.

“**Access Request Period**” means the time period starting from the time when access to a Property is requested by a Land-User (as determined by CLAS in its sole discretion), within which Land-Owner may decide whether to confirm or reject that access request, as stated on the Site.

“**Airtime Service**” means wide-area wireless network services, other network services (including wireless local area network, satellite and Internet services) and any other services used in conjunction with the Site.

“**Carrier**” means your telecommunications or communications services provider(s) used in conjunction with the use of the Application (including Wi-Fi or Internet) as used to provide access to the Application and use of the Application as intended.

“**CLAS Sign**” means a sign created by CLAS located on a Property for which a Land-Owner has registered a Listing and containing a barcode which is to be scanned by Land-Users accessing the Property.

“**Content**” means data, text, graphics, images, music, audio, video, information, advertisements, messages, tags, other digital material, digital information or other materials.

“**Collective Content**” means all Content that CLAS makes available through the Site, Services or its related promotional campaigns, including any Content licensed from a third party, and all User-Contributed Content.

“**Distributor**” means any third party involved in the distribution of the Application, including but not limited to Apple iTunes and Google Play Store.

“**Land-User**” means a User who requests from a Land-Owner access to a Property via the Site.

“**Land-Owner**” means a User who creates a Listing via the Site and is the owner, or duly authorized agent of the owner, of the Property included in the Listing.

“**Listing**” means a Property that is listed by a Land-Owner as available to be accessed via the Site.

“**Property**” means any parcels or tracts of land and premises.

“**User**” means any person that uses or accesses the Site or Services, including Land-Owners and/or Land-Users as the context requires, whether or not such person becomes a registered user of the Services. It also includes a User’s heirs, executors, administrators, or assigns.

“**User-Contributed Content**” means any Content posted, uploaded, published, submitted or transmitted by a User, or included in a Listing.

2. Terms of Services

By using the Site or Services, you agree to comply with and be legally bound by these Terms, whether or not you become a registered User of the Services. These terms govern your access to and use of the Site and Services and all Collective Content and constitute a binding legal agreement between you and CLAS. Please also read carefully our privacy policy at www.canadianlandaccess.com/privacy-policy(the “**Privacy Policy**”) which is incorporated by reference into these Terms.

In addition, certain areas of the Site (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions, standards, guidelines or policies posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and the terms and conditions posted for a specific area of the Site, Services or Collective

Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Services, or Collective Content.

If you do not fully agree to these Terms, you are not authorized to access or otherwise use the Site or Services. Failure to use the Site or Services in accordance with these Terms may subject you to civil and criminal penalties.

WE URGE ALL USERS TO BE RESPONSIBLE ABOUT THEIR USE OF THE SITE, ANY AGREEMENT ENTERED INTO AS A RESULT OF EITHER LISTING A PROPERTY OR REQUESTING ACCESS TO A PROPERTY IN A LISTING. THE SITE AND SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH LAND-OWNERS MAY CREATE LISTINGS FOR PROPERTIES AND LAND-USERS AND POTENTIAL LAND-USERS MAY LEARN ABOUT AND REQUEST ACCESS TO PROPERTIES DIRECTLY WITH THE LAND-OWNERS. YOU UNDERSTAND AND AGREE THAT CLAS IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN LAND-OWNERS AND LAND-USERS, NOR IS CLAS A BROKER, AGENT OR INSURER. CLAS HAS NO CONTROL OVER THE CONDUCT OF USERS, SERVICES OR ANY PROPERTIES SET OUT IN THE LISTINGS, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IF YOU CHOOSE TO CREATE A LISTING ON THE SITE, YOU UNDERSTAND AND AGREE THAT YOUR RELATIONSHIP WITH CLAS IS LIMITED TO BEING A USER, AND NOT AN EMPLOYEE, AGENT, INDEPENDENT CONTRACTOR, JOINT VENTURER OR PARTNER OF CLAS FOR ANY REASON, AND YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF AND FOR YOUR OWN BENEFIT, AND NOT ON BEHALF OF OR FOR THE BENEFIT OF CLAS. CLAS DOES NOT CONTROL, AND HAS NO RIGHT TO CONTROL, YOUR LISTING, YOUR OFFLINE ACTIVITIES ASSOCIATED WITH YOUR LISTING, OR ANY OTHER MATTERS RELATED TO ANY LISTING, THAT YOU PROVIDE. AS A USER YOU AGREE NOT TO DO ANYTHING TO CREATE A FALSE IMPRESSION THAT YOU ARE ENDORSED BY, PARTNERING WITH, OR ACTING ON BEHALF OF OR FOR THE BENEFIT OF CLAS, INCLUDING BY INAPPROPRIATELY USING ANY CLAS INTELLECTUAL PROPERTY.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, SERVICES, OR COLLECTIVE CONTENT. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

3. Modification to the Terms

CLAS reserves the right, in its sole discretion, to modify the Site or Services or to modify these Terms or other CLAS policies or guidelines, including any fees associated with using the Services, at any time and without prior notice. If we modify these Terms, we will either post the modification on the Website or via the Application or otherwise provide you with notice of the modification. We will also update the "Last Updated" date at the top of these Terms. By continuing to access or use the Site or Services after we have posted a modification on the Website or via the Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Services.

4. Eligibility

THE SITE AND THE SERVICES ARE INTENDED TO BE USED SOLELY BY PERSONS WHO ARE 18 OR OLDER ("ELIGIBLE INDIVIDUALS") AND PERSONS UNDER 18 ("MINORS") WHO ARE ACCOMPANIED AND SUPERVISED BY AN ELIGIBLE INDIVIDUAL. Any access to or use of the Site or Services by a Minor who is not accompanied and supervised by an Eligible Individual is expressly prohibited. We do not knowingly collect, retain or use personal information of Minors.

Eligible Individuals wishing to have a Minor accompany them onto a Property must request and obtain permission from the Land-Owner and state the number of Minors accompanying the Eligible Individual in the Access Request. By accessing or using the Site and Services you represent and warrant that you: (i) are 18 years of age or older; and (ii) if you are accompanied by a Minor, the parent or legal guardian or such Minor has consented to use of the Site and Services by such Minor and has agreed that such use will be governed by these Terms.

5. How the Site and Services Work

The Site and Services may be used to facilitate the listing and accessing of Properties. Such Properties are included in the Listings on the Site and Services by Land-Owners. You may view Listings as an unregistered visitor to the Site and Services; however, if you wish to submit an Access Request or create a Listing, you must first register and create a CLAS account ("**CLAS Account**"). Creating a CLAS Account will require you to provide CLAS with certain personal information. All information provided will be treated in accordance with the CLAS Privacy Policy. We encourage you to read and become familiar with the Privacy Policy.

You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete for as long as you maintain a CLAS Account. CLAS reserves the right to suspend or terminate your CLAS Account and your access to the Site and Services, at any time and in CLAS' sole discretion, including but not limited to, any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete or otherwise in violation of these Terms.

AS STATED ABOVE, CLAS MAKES AVAILABLE AN ONLINE PLATFORM FOR LAND-OWNERS AND LAND-USERS TO DIRECTLY ARRANGE WITH EACH OTHER ACCESS TO A PROPERTY. CLAS IS NOT AN OWNER OR OPERATOR OF PROPERTIES, NOR DOES IT PROVIDE, SELL, RENT, MANAGE OR CONTROL PROPERTIES. UNLESS EXPLICITLY SPECIFIED OTHERWISE ON THE SITE, CLAS' RESPONSIBILITIES ARE LIMITED TO FACILITATING THE AVAILABILITY OF THE SITE AND SERVICES. CLAS DOES NOT AND CANNOT CONTROL THE CONTENT CONTAINED IN ANY LISTING AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY PROPERTY FOR ANY PURPOSE. CLAS IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS. ACCORDINGLY, ANY ACCESS REQUEST AND ACCESS CONFIRMATION WILL BE MADE OR ACCEPTED AT THE USER'S OWN RISK.

6. Property Listings

As a Land-Owner, you may create Listings. To create a Listing, you will be asked a variety of questions about the Property to be listed, including, but not limited to, the location (including a valid physical address), size, features, activities allowed on the Property and terms and conditions for accessing the Property. Listings will be made publically available via the Site and Services. Other Users will be able to send Access Requests via the Site and Services.

As a Land-Owner, you acknowledge and agree that you alone are responsible for any and all Listings and User-Contributed Content you provide for a Listing. Accordingly, you represent and warrant that you own and/or have all the necessary rights and authority to grant access to any Properties listed by you as a Land-Owner. Upon our request, Land-Owners agree to promptly provide us with proof of personal identification, proof that the location of the Property is accurately described in the Listing, and proof of ownership of the Property, and/or authority to grant access to the Property.

Further, as a Land-Owner you represent and warrant that any Listing you post and a Land-User's access of your Listing: (i) will not breach any agreements you have entered into with any third parties, including any lease, rental or easement agreements; and (ii) will (a) be in compliance with all applicable laws (such as zoning and land use laws and laws governing rentals of properties) and rules and regulations that may apply to any Property included in a Listing you post (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties.

Please note that CLAS assumes no responsibility for a Land-Owner's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. CLAS reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including but not limited to, Listings that CLAS, in its sole discretion, considers to be objectionable for any reason, or otherwise harmful to the Site or Services.

If you are a Land-Owner, you understand and agree that CLAS does not act as an insurer or as your contracting agent or broker. If a Land-User sends an Access Request and accesses your Property, any agreement you enter into with such Land-User is between you and the Land-User and CLAS is not a party to it.

You acknowledge and agree that, as a Land-Owner, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at your Property at your request or invitation, excluding the Land-User (and the individuals the Land-User invites to the Property, if applicable).

It is each Land-Owner's responsibility to obtain any required and/or appropriate insurance for their Properties. Each Land-Owner is responsible for reviewing any and all insurance policies that you may have for your Properties carefully, and, in particular, to ensure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the acts or omissions of Land-Users (and the individuals the Land-User invites to the Property, if applicable) while on your Property.

7. Access Request and Access Confirmation

If you are a Land-Owner and an Access Request is received for your Listing via the Site, you may either grant or reject the Access Request within the Access Request Period of 24 hours, otherwise the Access Request will automatically expire. When an Access Request is received via the Site for your Listing, we will share with you: (i) the first and last name of the Land-User who has sent the Access Request; (ii) whether such Land-User is requesting to bring Minors onto your Property; and (iii) the licence plate of the vehicle which would be used by such Land-User to access your Property. If you agree to grant access to the requesting Land-User, an Access Confirmation will be sent to such Land-User, which will include a time period for which access is granted and may specify additional requirements or conditions which must be met by the Land-Users in order to be granted access to your Property. Any Land-User who has received an Access Confirmation containing any special conditions or requirements must adhere to such requirements or conditions. As a Land-Owner, you agree not to wrongfully or unlawfully deny access to the Property in your Listings to any Land-User.

Each and every Land-User must send an Access Request and must receive an Access Confirmation prior to entering any Properties included in a Listing. If you do not receive an Access Confirmation request, you do not have authorization to access the Property. If an Access Confirmation is received, the Land-User agrees to scan the Property's CLAS Sign immediately prior to entering the Property and upon their departure from the Property. As a Land-User, you acknowledge and agree that you may be required to enter into one or more separate agreements, waiver or terms and conditions before legally being entitled to access a Property.

8. Overstaying without the Land-Owner's Consent

Land-Users agree that an Access Confirmation is merely a license granted by the Land-Owner to the Land-User to enter and use the Property for the limited duration as set out in the **[Access Confirmation]** and in accordance with the Land-User's agreement with the Land-Owner. Land-Users further agree to leave the Property no later than the time that the Land-Owner specifies in the Access Confirmation or such other time as mutually agreed upon between the Land-Owner and Land-User. If a Land-User remains on the applicable Property past the agreed upon checkout time without the Land-Owner's consent, they no longer have a license to access or otherwise remain on the Property and the Land-Owner is entitled to have the Land-User leave the Property in accordance with applicable laws. Any Land-

User who overstays on the Property without the Land-Owners' consent is trespassing and may be subject to civil and criminal prosecution.

9. Limited License to Use the Site

Subject to your compliance with these Terms, CLAS grants you a personal, limited, revocable, non-exclusive license to access the Site and Services solely for the purpose of creating a Listing, searching for a Listing, accessing or researching (for the purpose of inquiring about accessing) any of the Listings offered on the Site or for any other purpose clearly stated on the Site, all in accordance with these Terms. Any use of the Site that is not for one of the foregoing purposes or otherwise in accordance with these Terms or as otherwise authorized by CLAS in writing is expressly prohibited.

The license provided herein permits you to install and use the Application on your mobile device only for your personal use and for the purposes set forth herein.

Subject to the Terms herein, you acknowledge and agree that Distributor is not responsible for the Site or Services or any content contained on the Site.

10. Unauthorized Uses of the Site and Services

The license to use the Site and Services only extends to the uses expressly described herein. The license to use the Site and Services granted to Users in these Terms does not include any right of collection, aggregation, copying, scraping, duplication, display or any derivative use of the Site nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines that use tools to gather information for the sole purpose of displaying hyperlinks to the Site, 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.

Unauthorized uses of the Site and Services also include, without limitation, those listed below. Unless otherwise previously and expressly agreed to by CLAS in writing, you agree not to:

- violate any local, provincial, federal, or other law or regulation, or any order of a court, including, without limitation, zoning and land use restrictions;
- violate these Terms;
- use the Site, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms;
- copy, reproduce, upload, post, display, republish, distribute or transmit any part of the Collective Content in any form whatsoever;
- use, display, mirror or frame the Site, Services or Collective Content, or any individual element within the Site, Services or Collective Content, CLAS' name, any CLAS trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site or Services;
- deep-link to any portion of the Site;
- print or copy any of the HTML or other computer software that is accessible on the Site;
- modify, translate into any language or computer language, or create derivative works from, any content or any part of the Site;
- attempt to decipher, decompile, disassemble, hack, inject, reproduce, screen scrape or reverse engineer any of the software used to provide the Site, Services or Collective Content;

- sell, offer for sale, transfer or license any portion of the Site or Collective Content in any form to any third parties;
- access, tamper with, or use non-public areas of the Site or Services or CLAS' computer systems;
- attempt to probe, scan, or test the vulnerability of any CLAS system or network or breach any security or authentication measures;
- use or access the Site or Services in any way that, in our sole discretion, adversely affects, or could adversely affect, the performance or function of the Site or any other system used by us or the Site;
- register for more than one CLAS Account or register for a CLAS Account on behalf of an individual other than yourself;
- post notices or advertisements, commercial or otherwise or solicit business from users of the Site, including without limitation posting any franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement or other business opportunity which requires an up-front or periodic payment, or requires recruitment of other members, sub-distributors or sub-agents;
- recruit or otherwise solicit any other User to join third-party services or websites that are competitive to CLAS;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- engage in disruptive, circumventive, abusive or harassing behavior in any area or aspect of our Site or Services;
- submit or transmit any communication that: (i) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (ii) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (iii) is defamatory, obscene, pornographic, vulgar or offensive; (iv) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (v) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vi) promotes illegal or harmful activities or substances;
- use trademarks, logos, marks, names, copyright materials or other intellectual property or proprietary information owned or licensed by CLAS or any third party which are located on the Site;
- knowingly, after making such inquiries as a reasonable person in your position would understand, use or permit others to use the Site in a manner that interferes with, degrades or adversely affects any software, hardware, system, network, Content, or service, used by any person, including the Carrier or a Distributor, or otherwise has a detrimental effect on CLAS, the Carrier, a Distributor or any of their respective customers or infrastructure or products or services, and you will immediately cease any such activity upon CLAS, the Carrier or a Distributor delivering notice of same to you;
- use the Site to upload, post, email, transmit, or otherwise make available any software or content that contains any: (i) virus, Trojan horse, worm, backdoor, shutdown mechanism, malicious code, sniffer, bot, drop dead mechanism, or spyware; or (ii) any other software or content likely or intended to (A) have an adverse impact on the performance of, (B) disable, corrupt, or cause damage to, or (C) cause or facilitate unauthorized access to or deny authorized access to, or cause to be used for any unauthorized or inappropriate purposes, any software, hardware, services, systems, or data;
- use the Site to interfere with or infringe the rights, of any third party, including intellectual property, proprietary or privacy rights; or

- advocate, encourage, or assist any third party in doing any of the foregoing.

CLAS has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. In addition, CLAS may take a range of actions against you, including but not limited to deactivating or canceling your subscription, Listing(s) or CLAS Account, for a violation of this section or these Terms at any time and in its sole and absolute discretion.

If you are aware of, or experience, any User-Contributed Content, activity or communication through or in connection with the Site that appears to be in violation of the above restrictions, or in violation of any other provision of these Terms, we ask you to inform CLAS by contacting us through the "contact" link at the bottom of the Website's homepage.

11. Updates and Upgrades

These Terms and the licenses granted herein, do not imply any rights or entitlement to future upgrades or updates of the Site. Notwithstanding the foregoing, the Site may include functionality to automatically check for updates or upgrades to the Site, and you may be required to update the Site in order to continue to access or use the Site or other related products or services provided or made available by CLAS. You hereby consent to and agree that CLAS may (but is not obligated to) make such updates or upgrades available to you from time-to-time without seeking your consent. Any updates or upgrades provided to you by CLAS (directly or indirectly) under these Terms shall be considered the Site.

12. Proprietary Rights and Downloading of Information from the Site

You acknowledge and agree that, save and except for the licenses explicitly granted by these Terms, all right, title and interest in and to the Site is the sole and exclusive property of CLAS or its licensors. CLAS reserves all rights not expressly granted to you hereunder, and for greater certainty, CLAS shall retain all intellectual property and other proprietary rights in and to the Site.

The Site and all Content and information on the Site are protected by copyright as a collective work and/or compilation, under applicable Canadian and international copyright laws and conventions and database rights. You agree to abide by any and all copyright notices, information or restrictions contained in or relating to any Content on the Site. Copying, storing or otherwise accessing the Site or any Content on the Site other than for your personal, non-commercial use is expressly prohibited without prior written permission from us. As part of an Access Request or Access Confirmation, for your own personal, non-commercial use and not for further distribution, you may download, display and/or print one copy of any portion of the Site. You may not modify the same, and you must reproduce our copyright notice in the form displayed on the relevant portion(s) of the Site that you desire to download, display or print.

Nothing in these Terms shall, or shall be deemed or construed to, assign, transfer or convey to you any title, rights or interest in or to any intellectual property, including in or to the Site, other than the licenses specifically and expressly granted herein.

13. Privacy Policy and Your Data

When you provide your e-mail address, name or other information to us in connection with your use or access to the Site or Services, you agree to allow us to add your e-mail address, name or other information provided to our database of Users. You may receive one or more promotional e-mails from the Site. You are welcome to opt not to receive such promotional e-mails from the Site at any time, however, CLAS reserves the right to contact you via email at any time with respect to your CLAS Account and subscription. Please note that even if you opt out, CLAS may still need to contact you about account-related emails, such as purchase confirmation and password reset emails.

You acknowledge and agree that in order to provide updates to the Site or to provide any support to you, or to improve the CLAS Services, CLAS may receive or collect: (a) certain diagnostic or other technical

information concerning your handheld device, including operating system and application system software information and environment information, location information, hardware IDs and model numbers, Wi-Fi, radio or wireless strength and connections, list of installed applications, program or application usage information, data regarding processes running and device configuration, system events, and other information regarding the condition of your mobile device that may be helpful for diagnostic purposes (all of which may include your personal information) ("**Technical Data**"); and (b) access to past data you submitted or attempted to submit through the Site, or that was created through use of the Site. You are solely responsible for all content provided, uploaded and used by you in connection with or through the Site.

Please review our Privacy Policy for more information regarding our email and other data collection practices and safeguards, and how to opt not to receive such emails. Your use of the Site signifies your acknowledgment of, and agreement with, our Privacy Policy. We adhere to strong principles of privacy. You agree that we may access and use your User-Contributed Content in accordance with these Terms and our Privacy Policy and we agree that we will only disclose your User-Contributed Content in accordance with these Terms and our Privacy Policy.

14. Identity Verification

User verification on the Internet is difficult and we cannot, and do not assume any responsibility for, the confirmation of any User's purported identity.

You are responsible for maintaining the security and confidentiality of your CLAS Account and password details, providing CLAS with current and accurate account information, and all activity associated with your CLAS Account. You are responsible for maintaining the security of your mobile device. You agree to: (i) keep your password and online ID for both your CLAS Account and your email account secure and strictly confidential; (ii) maintain the security of your CLAS Account and email account; (iii) restrict access to your computer, mobile device and your CLAS Account and email account; (iv) notify us immediately and select a new online ID and password if you believe your password for either your CLAS Account or your email account may have become known to an unauthorized person; (v) notify us immediately if you are contacted by anyone requesting your online ID and password; and (vi) keep your email address listed on your CLAS Account current. Further, if we suspect any unauthorized access to your account, upon our request, you agree to promptly change your ID and password and take any other related action as we may reasonably request.

EACH USER ACKNOWLEDGES AND AGREES THAT: (i) NEITHER CLAS NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY TO ANY USER FOR ANY UNAUTHORIZED ACTIONS MADE USING ANY USER'S ID OR PASSWORD; AND (ii) THE UNAUTHORIZED USE OF YOUR ONLINE ID AND PASSWORD FOR YOUR CLAS ACCOUNT OR YOUR EMAIL ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO BOTH CLAS AND OTHER USERS.

Furthermore, CLAS will not be liable in any manner whatsoever for any injury, loss, or damage, arising from your negligence in securing your CLAS Account or your mobile device nor for any damage or loss suffered by you caused directly or indirectly from the unauthorized access or use of your CLAS Account whether or not such unauthorized access or use is caused by your negligence. Your negligence includes, but is not limited to, forgetting to log out of the account, providing or sharing login details to others or other acts or omissions by you affecting your CLAS Account or mobile device security. You shall be held liable for and agree to indemnify CLAS for any losses incurred or suffered by CLAS or a third party arising directly or indirectly from the unauthorized access or use of your CLAS Account whether or not such unauthorized access or use is caused by your negligence in securing your CLAS Account or your mobile device.

We may, without notice to you, suspend or cancel your Listing, subscription or CLAS Account at any time even without receiving notice from you if we suspect, in our sole discretion, that your CLAS Account or your email account is being used in an unauthorized or fraudulent manner.

15. Limitations on Communications and Spam

You agree that, with respect to other Users' personal information that you obtain directly or indirectly from or through the Site or through any Site-related communication or software, we have granted to you a license to use such information only for: (i) Site-related communications that are not unsolicited commercial messages; (ii) using the Services; and (iii) inquiring about or otherwise facilitating a transaction between you and the other User related to the purpose of the Site. Any other purpose will require express permission from the User. You may not use any such information for any unlawful purpose or with any unlawful intent.

In addition, under no circumstances, except as defined in this provision, may you disclose personal information about another User to any third party without the consent of the other User. You agree that other Users may use your personal information to communicate with you in accordance with this provision. Further, you agree that you will protect other Users' personal information with the same degree of care that you protect your own confidential information and personal information (using at minimum a reasonable standard of care), and you assume all liability for the misuse, loss or unauthorized transfer of such information.

We do not tolerate spam or unsolicited commercial electronic communications of any kind. Therefore, without limiting the foregoing, you are not licensed to add a User to your mailing list (email or physical mail) without the User's express consent. You may not use any tool or service on the Site to send spam or unsolicited commercial electronic communications of any kind or in any other way that would violate these Terms. Furthermore, you represent and warrant that you will at all times comply with the requirements under applicable anti-spam legislation, including but not limited to, ensuring that all commercial electronic messages are sent in compliance with such legislation and you will not install or attempt to install computer programs on computer systems of a User in contravention of applicable anti-spam legislation.

16. Acknowledgements Concerning Your Use of the Application.

You acknowledge and agree that:

- (a) in order to use the Application you must have an Android or iOS mobile device meeting the minimum technical (hardware and operating software environment) requirements specified by CLAS, as may be updated from time to time and you are responsible for providing and maintaining a compatible mobile device.
- (b) in order to use the Application for its intended purpose, (i) you require access to a mobile wireless network provided by the Carrier or a Wi-Fi network with access to the Internet, (ii) any servers or equipment hosted by CLAS (or by a third party selected by CLAS) for the Application must be available for use and accessible, (iii) you must ensure that location services, and Bluetooth are activated on your mobile device and (iv) you are responsible for providing all connectivity required to use the Application.
- (c) Airtime Service charges and data charges may be charged in connection with your use of the Application, and you agree that as between you and CLAS, you are responsible for all Airtime Service and data charges incurred through such use.
- (d) in so far as the Application requires use of a mobile data connection, or the receipt or sending of messages by SMS, or any other service provided to you by the Carrier that is necessary for the Application, standard charges from such Carrier may apply.

17. Distributors

The parties acknowledge and agree that these Terms are entered into between you and CLAS and not any Distributor. You agree that a Distributor shall have no liability or responsibility to you whatsoever in any connection with the Site, including without limitation, in relation to the license, distribution or use of the Site, or the performance or non-performance of the Site. The parties acknowledge and agree that a Distributor and its subsidiaries shall be third party beneficiaries to these Terms, and upon your acceptance of these Terms, a Distributor shall have the right (and shall be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary hereof.

18. Listings and User-Contributed Content

We are not responsible for User-Contributed Content. We have no duty to pre-screen Content posted on the Site by Users, whether directly contributed by a User or contributed by us or a third party on behalf of a User (including, without limitation, Listings).

We reserve the right, in our sole discretion, to decline to permit the posting on the Site of or to remove from the Site any User-Contributed Content. We reserve the right, but do not assume the obligation, to edit User-Contributed Content to cause the Content to comply with these Terms, formatting requirements or other guidelines set by CLAS. Users remain responsible for reviewing their User-Contributed Content to ensure it is accurate and not misleading.

At a minimum, User-Contributed Content must:

- not infringe anyone's rights, including but limited to copyright and rights of publicity and privacy, violate the law or otherwise be inappropriate;
- not include personal information of another that can be used to identify or contact any person;
- not include unsolicited promotional content, advertising, political campaigns, contests, raffles or solicitations;
- be directly related to the Site, business service, product or forum where the content is submitted;
- not be obscene, abusive, discriminatory or illegal; or
- not be false or misleading.

All Listings are the sole responsibility of the Land-Owner and we specifically disclaim any and all liability arising from the alleged accuracy of the listings or any alleged breaches of contract on a User's part. Land-Owners are solely responsible for keeping their Listing information up-to-date on the Site, including, but not limited to, any and all representations about any Property, its amenities, location, and its suitability for a specific use. We do not represent or warrant that any of the Content published on the Site is accurate or up-to-date.

We also may, from time to time, create new descriptions or otherwise change the location or geographic descriptions we use to identify Properties in their Listings and search results. Consequently, we may change the location or geographic description associated with any Listing at any time without notice. However, we assume no responsibility to verify Listing accuracy, including, but not limited to, the accuracy of the location. Users are solely responsible for ensuring the accuracy of location, geographic and other Content and location or geographic descriptions and agree to promptly correct (or contact us to correct) any inaccuracy and Land-Users are solely responsible for verifying the accuracy of such Content and descriptions.

All other User-Contributed Content is the sole responsibility of the User who contributed such Content and we specifically disclaim all liability for User-Contributed Content. The User represents and warrants that the User owns or otherwise controls and has all necessary legal rights to the User's submission and

the name or other identifier used in connection with such submission including, but not limited to, all the rights necessary to provide, post, upload, input or submit the User-Contributed Content. We reserve the right to request a proof of ownership or permission, and to refuse to post User-Contributed Content without such proof or if such proof is, in our sole discretion, insufficient.

By submitting or authorizing User-Contributed Content, you grant to us and our affiliates a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free and fully paid-up license to use, copy, license, sublicense (through multiple tiers), adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit the copy, the photographs and the likenesses (if any) of any of your User-Contributed Content, in connection with our business or the business of our affiliates. Notwithstanding the foregoing, following the termination or expiration of a Listing, we will not continue to display the User-Contributed Content that was displayed in such Listing.

You further grant us and our affiliates the ability to register copyright in and protect the User-Contributed Content, including the images, copy, and content available via any Listing, from the unauthorized use of the User-Contributed Content by unaffiliated third parties who may, from time to time, attempt to pirate such information via electronic or other means. This includes, but is not limited to, the right to file suit to seek injunctive relief to protect such material on behalf of and in your name. You further agree to appear and assist us—at our expense and control—with protecting such copyrighted material from unauthorized redistribution.

In the event that you retain any rights of attribution, integrity or any other moral rights in any User-Contributed Content, you hereby waive your right to assert these or to require that any personally identifying information be used in connection with the User-Contributed Content or any derivative works thereof and affirm that you have no objection to the publication, use, modification, deletion or exploitation of the User-Contributed Content by us or our affiliates.

19. Translations and Maps

If any User-Contributed Content created by Users is translated for display on the Site, we cannot guarantee the accuracy or quality of such translation and the User is solely responsible for the review, verification and accuracy of such translation. Maps provided on the Site that are provided by Google are subject to the Google Maps terms and conditions located at:

http://www.google.com/intl/en_us/help/terms_maps.html.

20. Notification of Infringement

We respect the intellectual property rights of others, and CLAS does not permit, condone or tolerate the posting of any content on the Site that infringes any person's copyright or trademarks. CLAS will terminate, in appropriate circumstances, a User who is the source of repeat infringement of copyright or trademark infringement. Should you become aware of or suspect any copyright or trademark infringement on this Site, we ask you to inform CLAS by contacting us through the "contact" link at the bottom of the Website's homepage.

21. Unsolicited Ideas and Feedback

From time to time, Users submit to us ideas or suggestions pertaining to our business, such as ideas for new or improved products or technologies, website or tool enhancements, processes, materials, marketing plans or new product names or services. We are under no obligation to review or consider them. If you choose to submit any ideas, original creative artwork, suggestions or other works ("**submissions**") in any form to us, then regardless of what you say, write or provide to us in connection with your submissions, the following terms shall apply. The sole purpose of this policy is to avoid potential misunderstandings or disputes in the event that any part of our business, such as our products, websites, technologies or marketing strategies, seems similar to any of your submissions. If you provide any submissions to us, you agree that: (i) your submission and its contents will automatically become the

property of CLAS, without any compensation to you; (ii) CLAS may use or redistribute any such submission and its contents for any purpose and in any way; (iii) there is no obligation for CLAS to review any submission; and (iv) there is no obligation to keep any submission confidential.

22. Software Available on the Site

All software is the copyrighted work of CLAS, an affiliate of CLAS or an identified third party. Your use of such software is governed by these Terms and the terms of any additional license agreement that accompanies or is included with such software. If the software is not accompanied by an additional license agreement, we hereby grant you a limited, personal and non-transferable license to use the software for viewing and using this Site in accordance with these Terms and for no other purpose.

THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE. COPYING OR REPRODUCING ANY SOFTWARE AVAILABLE ON THIS SITE IS EXPRESSLY PROHIBITED, EXCEPT AS SPECIFICALLY PROVIDED FOR IN A LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

23. Links to other websites and social media platforms

Links to third party websites may be provided on the Site. CLAS has not reviewed all linked third party sites. We do not control and are not responsible for any of these websites and their content. CLAS does not endorse or make any representations about such sites or any information or materials found there or any results that may be obtained from using them. Since we do not control these websites, we assume no responsibility for the privacy practices of such websites. We encourage you to review the privacy policies and terms of use posted on those, and all, third party websites.

You further acknowledge and agree that CLAS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party websites or services. Your use of such sites and resources will not be governed by these Terms.

24. Exclusion of Liability and Assumption of Risk

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE RISK (INCLUDING BUT NOT LIMITED TO ANY PERSONAL INJURY, DEATH, OR PROPERTY LOSS) ARISING OUT OF ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE RISKS ARISING OUT OF: (i) YOUR ACCESS TO AND USE OF THE SITE, SERVICES AND COLLECTIVE CONTENT; (ii) YOUR LISTING OR GRANTING AN ACCESS CONFIRMATION VIA THE SITE AND SERVICES; (iii) SENDING AN ACCESS REQUEST OR ACCESSING OR ALLOWING ACCESS TO A PROPERTY VIA THE SITE AND SERVICES; AND (iv) ANY CONTACT YOU HAVE WITH OTHER USERS OF CLAS WHETHER IN PERSON OR ONLINE, IS ASSUMED BY AND REMAINS WITH YOU.

NEITHER CLAS NOR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS NOR OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, SERVICES, OR COLLECTIVE CONTENT WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY, DEATH, EMOTIONAL DISTRESS, PROPERTY DAMAGE OR LOSS, COSTS, EXPENSES OR ANY OTHER CLAIM OR LOSS ARISING OUT OF ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANYTHING ARISING: (i) OUT OF OR IN CONNECTION WITH THESE TERMS; (ii) FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR COLLECTIVE CONTENT; (iii) FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES; (iv)

FROM YOUR LISTING, ACCESS REQUEST, OR ACCESS CONFIRMATION; (v) FROM ANY ACCESS OR ALLOWING ACCESS TO A PROPERTY; (vi) FROM ANY BREACH OF THESE TERMS BY YOU OR A THIRD PARTY; AND (vii) FROM ANY INTERACTION BETWEEN OUR SITE AND ANY THIRD PARTY SITE, INCLUDING WITHOUT LIMITATION A SOCIAL MEDIA SITE, FACILITATED BY OUR SITE OR SERVICE ON OUR SITE, WHETHER BASED ON WARRANTY, STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF DUTY, PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CLAS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IF YOU ARE DISSATISFIED WITH THE SITE OR SERVICES, YOU DO NOT AGREE WITH ANY PART OF THE TERMS, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US OR ANY USER WITH RESPECT TO THESE TERMS OR THE SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING THE SITE AND THE SERVICES. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF CLAS AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, TO YOU OR ANY THIRD PARTY, IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE SITE IS LIMITED TO THE GREATER OF: (i) THE AMOUNT OF FEES YOU PAY TO US IN THE TWELVE MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$100.00 IN THE AGGREGATE FOR ALL CLAIMS.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN CLAS AND YOU.

25. Disclaimers.

CLAS makes reasonable efforts to ensure that the content CLAS provides to the Site is accurate and current. However, CLAS is under no legal obligation to, and generally does not, control content provided by other users which is made available through the Site. By its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be misstated or deceptively stated. CLAS shall not be liable regardless of the cause or duration, for any errors, inaccuracies, omissions or other defect in, the information contained within the Site, or for any delay or interruption in the transmission thereof to the user, or for any claims or losses arising therefrom or occasioned thereby. CLAS shall not be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages. CLAS does not warrant or guarantee the timeliness, sequence, accuracy or completeness of the information contained herein.

IF YOU CHOOSE TO USE THE SITE OR SERVICES YOU DO SO AT YOUR SOLE RISK.

THE SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS" "WHERE IS" TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SITE OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE, EVEN IF WE BECOME AWARE OF ANY SUCH BREACHES. FURTHER, WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. WE DO NOT WARRANT THAT THE SITE, SERVICES OR COLLECTIVE CONTENT WILL: (i) MEET YOUR REQUIREMENTS; (ii) BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS; AND (iii) BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS OR INFORMATION TO US, INCLUDING A CLAS ACCOUNT OR LISTING, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND US OTHER THAN PURSUANT TO THESE TERMS.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES. YOU UNDERSTAND THAT CLAS DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE OR SERVICES. CLAS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY CLAS. CLAS EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USER OR OTHER THIRD PARTY.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CLAS OR THROUGH THE SITE, SERVICES OR COLLECTIVE CONTENT WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU ACKNOWLEDGE AND AGREE THAT THE INFORMATION IN THE TERMS IS NOT LEGAL ADVICE.

YOU FURTHER ACKNOWLEDGE THAT BY DISPLAYING INFORMATION OR ANY INDIVIDUAL LISTING, WE DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE PROPERTY INCLUDED IN SUCH LISTING IS WITHOUT RISK AND ARE NOT LIABLE FOR DAMAGES WITH RESPECT TO SUCH ACCESS.

26. Release; Indemnification.

You agree to release, defend, indemnify, and hold CLAS and its affiliates and subsidiaries, and their officers, directors, employees, agents and contractors, harmless from and against any and all claims, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your access to or use of the Site, Services or Collective Content; (ii) your violation of these Terms; (iii) your Listing; (iv) your (a) interaction with any User, (b) Access Request, or (c) response to an Access Request; and (v) the access to a Property pursuant to an Access Confirmation, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of an Access Request or Access Confirmation.

You shall cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without our written consent.

27. Disputes; Arbitration

CLAS is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. You agree to give us an opportunity to resolve any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or use of the Site, Services or Collective Content or our in any way related to our collection, use and disclosure of your information as described in our Privacy Policy (collectively, "**Claims**") by contacting us at admin@canadianlandaccess.com.

If we are not able to resolve your Claims within sixty (60) days of first contacting us, you may seek relief through arbitration as set forth below, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

You and CLAS agree that any Claim will be settled by final and binding arbitration and enforcement of the award shall not be subject to appeal. You acknowledge and agree that you and CLAS are each waiving the right to a trial by judge or jury or to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding. Further, unless both you and CLAS otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding.

Arbitration Process. Arbitrations shall be determined by arbitration administered by the International Centre for Dispute Resolution Canada under the Canadian Dispute Resolution Rules and Procedures (Including Arbitration and Mediation), Effective January 1, 2015 (the ICDR Canadian Rules). Arbitrations may be commenced as indicated at www.icdrCanada.org.

Arbitration Procedure and Location. The number of Arbitrators shall be one. If the parties are unable to agree upon an arbitrator within seven (7) days of a request for arbitration then the appointment of the sole arbitrator shall be made by the administrator in accordance with the ICDR Canadian Rules. Arbitrations will be held in Calgary, Alberta, and the language of the arbitration shall be English. The arbitration shall be governed by the ICDR Canadian Rules and secondarily by the law of the Alberta and the Federal laws applicable therein.

Arbitrator's Decision. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable.

The Arbitrator may award costs against the losing party, but any such award must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable.

28. Use of Our Trademarks or Logos

There are limited ways in which a User may use our trademarks or logos in connection with a Listing without specific prior written authorization. The following are general guidelines. It is usually permissible for you to refer to CLAS in a descriptive manner in permissible communications. For example, you might say "Check out my property on CLAS," or "I list properties on CLAS." However, you may not refer to CLAS in any way that might lead someone to believe that your company, property, listing or site is sponsored by, affiliated with, or endorsed by CLAS. For example, you may not say "CLAS sponsors my property," or describe your Property as "CLAS' best Property." You may not use the CLAS name on any other website that lists properties without our prior written authorization.

The CLAS name and logo are trademarks owned by CLAS. We generally do not permit the use of our names and logos, other than as described above or with our prior written authorization. If you want permission to use our name and/or logo in any other manner, including, without limitation, on any website, business card, signage, t-shirt, etc., or if you have other questions, you may contact us through the "contact" link on the bottom of the homepage.

29. Subscriptions, CLAS Signs and Refunds

Payment for subscriptions or CLAS Signs available on the Site must be made to us in Canadian Dollars paid either by major credit or debit card. CLAS has engaged Moneris for online payment processing, powered by the Moneris Gateway. ("Moneris") as its online payment solution provider. Moneris collects the data and personal information you submit when conducting business on this Site such as payment for subscriptions of CLAS Signs. Moneris will maintain ownership over this information and data. Moneris does not sell any personal information that it collects. By submitting your personal information on our Site you consent to such transfer and storage. Please review the Moneris privacy policy for more information about how Moneris collects, uses and discloses personal information at www.moneris.com. CLAS is not

be responsible or liable, directly or indirectly, for any damage or loss suffered by you which is caused or alleged to be caused by or in connection with Moneris' privacy policy, content on its website generally or how it collects, uses or discloses personal information and data.

If you purchase any of our paid Services, you agree to pay CLAS the applicable fees and taxes. Failure to pay these fees may result in the termination of your subscription. You agree and acknowledge that (i) your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates); (ii) you authorize CLAS to store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your service (e.g. subscriptions) and to facilitate easy payment for new services; (iii) you must pay us for applicable fees and taxes unless you cancel the Services, in which case you agree to still pay these fees through the end of the applicable subscription period; and (iv) taxes are calculated based on the billing information that you provide us at the time of purchase.

All subscription listings are sold to run the full term that is chosen by the User. The term starts on the date that the User submits the full or initial (as applicable) payment and expires upon the selected period of time thereafter. For example, for an annual subscription term, if the User submits payment for the subscription on July 1st, the subscription would expire on June 30 of the following year. No refunds are available once a subscription has been purchased and all Users are required to pay the monthly subscription fee on a monthly basis for the duration of the applicable subscription period. In the event that a User terminates their subscription prior to expiry of the applicable subscribed period, the User will be charged the remaining balance of the subscribed period at the date of termination. The User's credit or debit card or PayPal account shall be automatically charged on a monthly basis for the term of the chosen subscription.

In addition to any other remedies which may be available to CLAS, failure to pay the monthly fee when due, will result in automatic termination of your subscription.

Once a CLAS Sign has been sold and shipped to a User, CLAS shall have no further obligation or liability with respect to the CLAS Sign. The User shall be solely responsible for repairing or replacing a damaged or stolen CLAS Sign at its sole cost and expense. The User is also responsible for determining the number of CLAS Signs that are required for each Property. Moreover, upon termination of the User's Account for any reason, the User shall immediately remove any and all CLAS Signs that may have been posted on the User's respective Properties. For clarity, in the event that a User's Account is terminated the Services provided in association with the CLAS Signs will also be terminated.

30. Anti-discrimination.

We prohibit content and use that promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group, and we require all Users to comply with local laws and regulations. Many provinces, including Alberta, have laws preventing discrimination on the basis of race, religion, national origin, disability, sex, or sexual orientation. As a User, you should be familiar with the laws that apply to you and your User-Contributed Content and Listing, if applicable.

If you believe a Listing or User is in violation of these Terms, let us know.

31. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflict of law principles. Each of the parties irrevocably attorns and submits to the exclusive jurisdiction of the Alberta Courts in the judicial district of Calgary for the interpretation and enforcement of this agreement. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this paragraph. You agree to abide by these Terms, the Privacy Policy and any other terms posted on any Site.

32. Entire Agreement

These Terms and the Privacy Policy constitute the entire agreement between us and you with respect to the matters set forth herein, and supersede any prior agreement between us and you with respect to your use of the Site. Headings in these Terms are for reference only and do not limit the scope or extent of such section. In the event of any conflict between these Terms and any other terms and conditions applicable to a product, tool or service offered on our Site, the Terms herein shall prevail. If any portion of these Terms is found to be invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms shall remain in full force and effect. Further, any provision of these Terms held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

33. Assignment.

We may assign these Terms in our sole discretion. Users must obtain our prior written consent to assign these Terms, which may be granted or withheld by us in our sole discretion.

34. Notice

To contact us for any reason, click the "contact" link at the bottom of the homepage of the Website.

Except as explicitly stated otherwise, any notices to us shall be given by postal mail to: PO Box 36, Lethbridge, AB T1J 3Y3

When we need to send you notice, it will be sent to the email address you provide to the Site during the subscription process or as later updated in your CLAS Account (if applicable). Notice shall be deemed given upon receipt or 24 hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to any physical address provided to us during the registration process or as later updated in CLAS Account (if applicable). Notice shall be deemed given three (3) days after the date of mailing to a physical address.

35. General

We may change, suspend or discontinue any aspect of the Site at any time, including the availability of any Site features, database or content. We may also impose limits on certain features or Services or restrict your access to parts or the entire Site without notice or liability. This version of the Terms became effective on the date set forth above and this version amends the version effective before such date.

Please make a copy of these Terms for your records by printing and/or saving a downloaded copy of the Terms on your personal computer. We may immediately terminate any User's access to or use of the Site due to such User's breach of these Terms or any other unauthorized use of the Site. However, we do not guarantee that we will take action against all breaches of these Terms. Our failure to take immediate action with respect to a breach by you or others does not waive our right to act with respect to such breach or any other breach.

36. Termination

We reserve the right, in our sole discretion, to limit a User's access to the Site or Services and terminate a User's Listing, subscription or CLAS Account, all without refund of any kind, if such User: (i) provides unsuitable User-Contributed Content to our Site; (ii) is not abiding by applicable laws; (iii) is creating a nuisance in its community; (iii) misuses the Site or Services; or (iv) is in material breach of these Terms. In addition, if we become aware of or receive a complaint or a series of complaints from any User or other third party regarding a User's listing or practices that, in our sole discretion, warrants the immediate action, then we may immediately terminate such User's Listings, subscription or CLAS Account without

notice to the User and without refund. We assume no duty to investigate complaints. Finally, if any User is abusive or offensive to any employee or representative of CLAS, we reserve the right to terminate such User's Listing, subscription or CLAS Account immediately without refund.

In addition to reserving the right to terminate any Listing, subscription or CLAS Account, CLAS reserves all rights to respond to any violation of the Terms or misuse of the Site by, including, but not limited to, hiding a Listing from the search results, marking a User as "out of office," and removing or changing information that may be false or misleading.

CLAS or you may terminate this agreement at any time with notice to the other. On termination, you lose the right to access or use the Services. Notwithstanding expiration or termination of this Services and/or your Account, any provision of these Terms that contemplate performance or observance subsequent to termination or expiration of the Services or your Account shall survive termination or expiration and shall continue in full force and effect. For clarity, any amounts owed by you prior to termination remain owed after termination.

Additionally, you agree to defend and indemnify CLAS, its affiliated companies, and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- your breach of these Terms or the documents referenced herein;
- your violation of any law or the rights of a third party; or
- your use of this Site and Services.