

Terms of Use

Marketing Alberta Terms of Use

1. ACCEPTANCE OF TERMS OF USE FOR THIS WEBSITE YOU MUST READ THESE MARKETING ALBERTA LTD. ("MA") TERMS AND CONDITIONS ("TERMS") CAREFULLY. MA PROVIDES THIS WEBSITE TO YOU, YOUR EMPLOYEES, AGENTS, AND CONTRACTORS, AND ANY OTHER ENTITY ON WHOSE BEHALF YOU ACCEPT THESE TERMS (COLLECTIVELY "YOU"), SUBJECT TO THESE TERMS. THESE TERMS ARE ENTERED INTO BY AND BETWEEN MA AND YOU, AND YOU ACCEPT THEM BY: (a) USING THE WEBSITE IN ANY MANNER; AND/OR (b) ACKNOWLEDGING AGREEMENT WITH THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE. YOU HEREBY REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS AND CONDITIONS OF THIS USER AGREEMENT AND ALL AGREEMENTS INCORPORATED BY REFERENCE.

These Terms may be updated by us from time to time without notice to You. You can review the most current version of the Terms at any time at marketingalberta.com. This Agreement was last revised on May 13, 2023. If You have any questions regarding this Agreement, please contact 1-778-699-2097.

2. ACCESS TO WEBSITE MATERIALS AND SERVICES

The MA website ("Website") includes without limitation all information, documents, communications, files, text, graphics, and products available through the Website (collectively, "Materials") and all services, including rental and leasing services ("Rentals") operated by MA through the Website (collectively, the "Services"). MA controls and operates its Website from various locations and makes no representation that this Website is appropriate or available for use in all locations. MA Materials and Services may not be available in Your location, and deliverables may vary among locations. If You are using the Website on behalf of Your employer, You represent and warrant that You are authorized to accept these Terms on Your employer's behalf, and that Your employer agrees to indemnify You and MA for violations of these Terms. The MA Services, including its Rentals of residential homes, townhouses and condos (collectively "homes") are provided by MA to You subject to the terms and conditions set forth in these Terms. When using particular MA owned or operated Services, You and MA shall be subject to any posted guidelines or rules applicable to such Services, which may be posted from time to time on the Website.

3. YOUR OBLIGATIONS AND CONDUCT

In consideration of Your use of the Website, You agree to: (a) provide accurate, current, and complete information about You as may be prompted by a registration form on the Website (the "Registration Data"); (b) maintain the security of any password and identification you provide to MA; (c) maintain and promptly update the Registration Data, and any information You provide to MA, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to information and Registration Data. You have sole responsibility for adequate protection and backup of data and/or equipment used in connection with the Website; (e) notify MA immediately of any unauthorized use of Your username and password or any other breach of security regarding the Services; f) allow MA to send notifications to your registration email address notifying you regarding any matters concerning the Rentals or YOUR investment in MA. MA cannot and will not be liable for any loss or damage arising from Your failure to comply with this Section.

4. INTELLECTUAL PROPERTY RIGHTS

The Materials and Services on this Website, as well as their selection and arrangement, are protected by copyright, trademark, patent, and/or other intellectual property laws, and any unauthorized use of the Materials or Services at this Website may violate such laws and these Terms. Except as expressly provided herein, MA does not grant any express or implied rights to use the Materials and Services. You agree not to copy, republish, frame, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Website, its Materials, or its Services or their selection and arrangement, except as expressly authorized by MA. "MA" is a trademark of Marketing Alberta Ltd.

5. USE OF CONTENT ON THE MA WEBSITE

Limited Right to Use, Print and Distribute Content: Except as expressly stated otherwise, YOU are authorized to view, copy, print and distribute the content of this Website subject to the following conditions: (i) use must be for informational, non-commercial purposes only; (ii) any copy or portion thereof must include the MA copyright notice "© 2023 Marketing Alberta Ltd. All Rights Reserved"; and (iii) no modifications shall be made to such content. MA reserves the right to revoke such authorization at any time, and any such use shall be discontinued upon written notice from MA.

6. LINKS TO THIRD PARTY WEBSITES OR SERVICES

The Services and the Website may provide links to the websites or services of others ("Third-Party Services"). Links to such Third-Party Services, or any explanation or statement regarding those Third-Party Services, do not constitute an endorsement or guarantee by MA of such Third-Party Services, or the products, content, materials or information presented or made available by such Third-Party Services. You acknowledge and agree that MA is not

responsible for any damages or losses caused or alleged to have been caused by any Third Party or the use of any Third-Party Services, or from the products, content, material, services or information presented by or made available through such Third-Party Services.

7. TREATMENT OF FEEDBACK AND RESPONSES PROVIDED TO MA

Any comments or materials sent to MA, including feedback data, such as questions, comments, suggestions and any other response shall be deemed to be non-confidential. MA shall have no obligation of any kind with respect to such response, and MA shall be free to use, reproduce, distribute and publicly display such comments and materials without limitation. MA shall also be free to use any ideas, concepts, know-how or techniques contained in such response for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products incorporating such ideas, concepts or techniques.

10. DISCLAIMER, INDEMNITY, LIMITATION OF LIABILITY Indemnification: You agree to defend, indemnify and hold harmless MA, its officers, directors, agents, subsidiaries and employees from claims, demands and damages, actual and consequential, of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, to the extent arising out of or in any way connected with any breach or violation by You of these Terms, any use by You of the Website or any disputes or damages arising out of Your use of or contracts formed with You through this Website.

Disclaimer of Warranties:

THE SERVICES AND THE WEBSITE, INCLUDING ALL PROPERTY LISTED FOR RENT OR SALE, CONTENT, FUNCTIONS, MATERIALS, SERVICES AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICES OR THE WEBSITE, ARE PROVIDED ON AN "AS IS", "WHERE IS", "AS AVAILABLE" BASIS "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MA DOES NOT WARRANT THE COMPLIANCE OF PROPERTY WITH ENVIRONMENTAL LAWS OR OTHER LEGAL REQUIREMENTS OR THE PRESENCE OF HAZARDOUS MATERIALS OR LACK THEREOF. MA DOES NOT WARRANT THAT THE SERVICES OR THE FUNCTIONS, FEATURES OR CONTENT CONTAINED, MADE AVAILABLE ON OR ACCESSED THROUGH SERVICES OR THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY THIRD-PARTY SOFTWARE, PRODUCTS OR OTHER MATERIALS USED IN CONNECTION WITH THE SERVICES OR THE WEBSITE, WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. MA MAKES NO WARRANTY THAT THE WEBSITE OR THE SERVICES WILL MEET USERS' REQUIREMENTS, AND

EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT ANY PROPERTY FOR SALE THROUGH THE SERVICES OR THE WEBSITE WILL BE SOLD. IF USER IS DISSATISFIED WITH THE SERVICES OR THE WEBSITE, USER'S SOLE REMEDY IS TO DISCONTINUE USING THE SERVICES AND THE WEBSITE. MA MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICES OR THE WEBSITE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES OF THE WEBSITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM MA OR THROUGH THE SERVICES OR THE WEBSITE SHALL CREATE ANY WARRANTY. MA EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES COMMITTED BY ANY USER. Without limiting the foregoing, MA shall not be liable for any act done or omitted under this Agreement while acting in good faith and in the exercise of reasonable judgment. MA is authorized to comply with and obey orders, awards, judgments or decrees of any court of law or arbitration tribunal, notwithstanding any notices, warnings or other communications from any party or any other person to the contrary. In case MA obeys or complies with any such order, judgment or decree of any court or arbitration tribunal, MA shall not be liable to any of the parties hereto or to any other person by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction. MA shall not incur any such liability for any action taken or omitted in reliance upon any instrument, including any electronic transmission (such as an email) written statement or affidavit that MA shall in good faith believe to be genuine, nor will MA be liable or responsible if acting in good faith for forgeries, fraud, impersonations, or determining the scope of any representative authority

Limitation of Liability: IN NO EVENT SHALL MA OR SELLERS BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM (A) ANY INJURY TO ANY PERSON OR PROPERTY CAUSED BY THE EQUIPMENT OR (B) DEFECTS IN SUCH EQUIPMENT ON ANY THEORY OF LIABILITY INCLUDING WITHOUT LIMITATION PRODUCT LIABILITY EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. IN ADDITION, IN NO EVENT SHALL MA OR SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SERVICE, THE SITE OR ITS CONTENT INCLUDING WITHOUT LIMITATION THE INSPECTION REPORT AND MATERIALS AND FUNCTIONS RELATED THERETO, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, EVEN IF MA OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. IN NO EVENT SHALL THE TOTAL LIABILITY OF MA TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) ARISING FROM THIS AGREEMENT OR YOUR USE OF THE WEBSITE AND THE SERVICE EXCEED, IN THE AGGREGATE, \$100.00. THE FOREGOING LIMITATION SHALL APPLY AND SURVIVE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

11. ELECTRONIC COMMUNICATIONS

When You visit www.marketingalberta.com or send emails to us, You are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with You by email or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to You electronically satisfy any legal requirement that such communications be in writing.

12. REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

To the extent that You post reviews, comments, communications or any other content, submit suggestions, ideas, comments, questions, or other information, the content shall not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and must not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of content. MA reserves the right (but does not undertake the obligation) to remove or edit such content, but does not regularly review posted content. If You do post content or submit material, unless we indicate otherwise, You grant MA and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant MA and its affiliates and sublicensees the right to use the name that You submit in connection with such content, if they choose. You represent and warrant that You own or otherwise control all of the rights to the content that You post; that the content is accurate; that use of the content You supply does not violate these Terms and will not cause injury to any person or entity; and that You will indemnify MA or its affiliates for all claims resulting from content You supply. MA has the right but not the obligation to monitor and edit or remove any activity or content. MA takes no responsibility and assumes no liability for any content posted by You or any third party.

13. GENERAL PROVISIONS

Environmental Hazards: MA shall assume no risk nor any liability of hazardous materials which may arise from the failure of any residential unit rented, leased or sold or to be rented, leased or sold to comply with Federal, Provincial or Local law, statute or regulatory agency regulations and requirements, including but not limited to, requirements relating to environmental pollutants or hazardous waste. MA shall pay no direct or indirect cost that may be incurred due to the existence of environmental pollutants either on or in such properties. Such cost may also include any liens or penalties which may be levied due to violation of the afore mentioned laws or regulations. User hereby waives any rights of subrogation against MA with respect to any of the above-mentioned risks.

User Acknowledges:

- (1) Federal, Provincial, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (2) MA has made no representation concerning the applicability of any such Law to any transaction or to User, except as otherwise indicated herein; (3) MA has made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the property; and (4) User is advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the property.

Downloading Information/Material:

- (2) User hereby releases MA, its affiliates and subsidiaries, and their respective directors, officers, employees, agents, shareholders, co-branders, partners, successors and assigns from any and all actual or alleged damages which may result from User downloading any information or Materials from the Website.

Modification and Availability:

- (3) MA may, at any time, delete, modify or supplement the content of this Website without prior notice. MA reserves the right, for any reason, at its sole discretion, to terminate, change, suspend or discontinue any aspect of the Website or the Service, including, but not limited to, content, features or hours of availability. MA may also impose limits on certain features of the Services or restrict Your access to part or all of the Website or the Services without notice or penalty. Monitoring: You agree that MA has the right, but not the obligation, to monitor at any time, for any reason, at its sole discretion, all material and content on the Website and

the Services. MA reserves the right at all times to edit, disclose or refuse to post any material or information or request for removal of any material or information from the Website.

Access and Interference:

- (4) You agree that You will not use any automatic device or manual process to monitor or copy MA web pages or the content contained herein. You agree that You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Website. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website.

Service Integrity:

- (5) MA makes reasonable commercial efforts to make its Services and Website available at all times. However, MA is not responsible for any service interruptions.

Controlling Law and Venue:

- (6) This Agreement, and all questions with respect to the interpretation of this Agreement, shall be governed by and construed in accordance with the internal laws of the Province of Alberta, without regard for conflict of laws provisions. Consistent with the Dispute Resolution section below, User expressly consents to personal and exclusive jurisdiction in the courts of the Province of Alberta, Canada.

Dispute Resolution:

YOU AGREE TO MEDIATE AND ARBITRATE ANY DISPUTE OR CLAIM BETWEEN OR AMONG YOU AND ANY OTHER REGISTERED USER OR MA ARISING OUT OF OR RELATING TO THESE TERMS, AGREEMENTS, ANY INSPECTION REPORT OR ANY OTHER TRANSACTION CONTEMPLATED BY THESE TERMS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT AND TORT CLAIMS, STATUTORY CLAIMS, CLAIMS FOR RELIEF WHETHER EQUITABLE OR LEGAL, ISSUES OF ARBITRABILITY, AND DISPUTES ABOUT THE SCOPE OF THIS CLAUSE. DISPUTE RESOLUTION SHALL BE CONDUCTED PURSUANT TO THE FOLLOWING PROCEDURES. BEFORE INITIATING ANY ARBITRATION, THE PARTIES SHALL ENGAGE IN MEDIATION, WHICH IS A PROCESS IN WHICH PARTIES ATTEMPT TO CONFIDENTIALLY RESOLVE ANY DISPUTE BY SUBMITTING IT TO AN IMPARTIAL, NEUTRAL MEDIATOR WHO IS AUTHORIZED TO FACILITATE THE RESOLUTION OF THE DISPUTE BUT WHO IS NOT EMPOWERED TO IMPOSE A SETTLEMENT. MEDIATION SHALL BE CONDUCTED IN EDMONTON, ALBERTA, BY A MEDIATOR AFFILIATED WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNLESS THE PARTIES MUTUALLY AGREE TO A DIFFERENT MEDIATOR. SHOULD MEDIATION

PROVE UNSUCCESSFUL TO RESOLVE THE DISPUTE, AND WITHIN ONE YEAR OF THE DISPUTE ARISING, A PARTY SHALL MAKE A DEMAND FOR BINDING ARBITRATION TO BE CONDUCTED IN ACCORDANCE WITH THE RULES OF COMMERCIAL ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION. A SINGLE ARBITRATOR WITH KNOWLEDGE OF THE AUCTION INDUSTRY SHALL CONDUCT THE ARBITRATION IN EDMONTON, ALBERTA. THE PARTIES SHALL MUTUALLY AGREE UPON SUCH ARBITRATOR. IN THE EVENT THAT THE PARTIES HAVE NOT AGREED TO A MUTUALLY ACCEPTABLE ARBITRATOR WITHIN THIRTY (30) DAYS OF THE DATE OF THE NOTICE OF INTENTION TO ARBITRATE, THE AAA SHALL SELECT THE ARBITRATOR FROM ITS REGULARLY MAINTAINED LIST OF COMMERCIAL ARBITRATORS. THE ARBITRATOR SHALL BE BOUND TO APPLY THE LAW, INCLUDING THE FEDERAL RULES OF EVIDENCE AND THE FEDERAL RULES OF CIVIL PROCEDURE, AND SHALL BE EMPOWERED TO HEAR AND DETERMINE DISPOSITIVE MOTIONS INCLUDING MOTIONS TO DISMISS AND MOTIONS FOR SUMMARY JUDGMENT. THE PARTIES SHALL HAVE THE RIGHT TO CONDUCT TWO DEPOSITIONS OF EACH OPPOSING PARTY. THE AGGREGATE DEPOSITION DISCOVERY CONDUCTED IN CONNECTION WITH ANY SUCH ARBITRATION HEARING SHALL NOT EXCEED TEN HOURS FOR EACH PARTY. THE ARBITRATOR SHALL HAVE THE RIGHT TO ISSUE INJUNCTIONS AND ATTACHMENTS AND OTHER EQUITABLE REMEDIES AND AWARD COMPENSATORY DAMAGES. THE ARBITRATOR SHALL HAVE NO POWER TO AWARD CONSEQUENTIAL, PUNITIVE OR TREBLE DAMAGES, OR ANY OTHER MANNER OF ENHANCED DAMAGES. THE PREVAILING PARTY IN ANY ARBITRATION SHALL HAVE THE RIGHT TO AN AWARD OF ATTORNEYS' FEES AND COSTS. THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING AND ANY PARTY TO THE DISPUTE MAY SEEK TO CONFIRM THE AWARD OF THE ARBITRATOR IN ANY PROVINCIAL OR FEDERAL COURT OF COMPETENT JURISDICTION IN EDMONTON, ALBERTA AND ENFORCE THE AWARD AS A JUDGMENT. EXCEPT FOR THE FILING OF A JUDICIAL ACTION TO CONFIRM, MODIFY, VACATE, OR ENFORCE AN ARBITRATOR'S AWARD, INCLUDING THE AWARD OF AN INJUNCTION OR ATTACHMENT, WHICH FILING IS PERMISSIBLE, ANY PARTY WHO INITIATES LITIGATION, OR WHO INITIATES ARBITRATION WITHOUT FIRST MEDIATING A DISPUTE, SHALL FORFEIT ANY AND ALL RIGHT TO ATTORNEYS' FEES AND COSTS AS A PREVAILING PARTY, AND SHALL REIMBURSE ANY OTHER PARTY TO THE LITIGATION FOR THEIR COSTS OF LITIGATION INCLUDING ATTORNEYS' FEES AND COSTS.

Notices to MA:

- (7) To be valid, notices must be sent through the contact page and by certified mail, return receipt requested, to MA; Attention Legal Department; 905 – 1631 Dickson Avenue, Kelowna, British Columbia V1Y 0B5 or to such other address as may be designated from time to time.

Notices to User:

- (8) Notices to User will be sent by email at the email address reflected in User's registration information. Notices to User shall be deemed to have been received 24 hours after the email is sent. Notices to MA shall be deemed to have been given three days after the date of mailing by certified mail, return receipt requested.

Termination:

- (9) This Agreement constitutes a legally binding agreement between You and MA until terminated by You or MA, which MA may do at any time, without notice, at our sole discretion. If You become dissatisfied with the Service or the Website, in any way, Your only recourse is to immediately discontinue use of the Service.

Jurisdiction:

- (10) The laws of the Province of Alberta and the federal laws of Canada as applicable, shall govern this Agreement.

Copyright and Trademarks:

- (11) The trademarks, trade names and all material contained on this Website, including all portions of the Website, content, Website design, text, graphics, and all intellectual property rights thereto are the sole and exclusive property of MA or its licensors. The use of any such property for any other reason, on any other website, or the modification, distribution or republication of this material without the prior written permission from MA is strictly prohibited.

Survival:

- (12) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. The failure by either You or MA to exercise or enforce any rights or provisions of this Agreement shall not constitute a waiver of such right or provision. You agree that any cause of action arising out of or related to the Service or this Agreement must commence within six (6) months after the cause of action arose; otherwise, such cause of action is permanently barred. This Agreement comprises the entire agreement between You and MA and supersedes all prior agreements

between the parties, regarding the subject matter contained herein. All provisions in this Agreement regarding representations and warranties, indemnification, disclaimers and limitations on liability shall survive any termination of this Agreement.

Entire Agreement:

- (13) These Terms set out the entire understanding between MA and customers, users, Sellers, and bidders with respect to the use of this Website. No other terms, whether expressed or implied, shall apply unless specifically incorporated by reference herein.

Waiver and Severability of Terms:

- (14) The failure of MA 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.

Statute of Limitations:

- (15) 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 Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.