

## UNITY TERMS OF USE

This website and the products, services and Materials available by way of this website (“Unity”) are operated by Dye & Durham Corporation (“Dye & Durham” or “we” or “us”). Accessing or using Unity constitutes your agreement to abide by these Unity Terms of Use (“Terms of Use”). If you do not agree to these Terms of Use, you should not use Unity.

### 1. DEFINITIONS: IN THESE TERMS OF USE:

“**Administrator**” means an individual that is identified as such within Unity;

“**Account Holder**” means the person, law firm or other entity ultimately responsible for a Unity account;

“**Business Day**” means any day of the year, other than a Saturday, Sunday or statutory holidays in Ontario;

“**Contact Details**” means all names, addresses, phone numbers, fax numbers, emails and other business contact details uploaded to Unity by the Account Holder or its Administrator or Users;

“**Content**” means all data, information, materials and documents that the Account Holder or its Administrator or users upload to Unity, but does not include Contact Details;

“**Credentials**” means user id, password, security questions and security answers;

“**Dye & Durham Corporation**” means Dye & Durham and its affiliates and their respective suppliers, directors, officers, employees, contractors, agents and representatives;

“**Materials**” means all data, information, materials, templates and documents on Unity, including Contact Details, but excluding your Content;

“**Professionals Database**” means the database of business contact information pertaining to professionals available through Unity and populated with Contact Details provided by users of Unity, including by Account Holder or its Administrator or Users; and

“**User**” refers to an individual who accesses Unity services under the Account Holder’s account.

### 2. UNITY

**2.1.** Under these Terms of Use, we will provide you with access to the service features of Unity (each a “Service Feature” and collectively the “Services”). Additional terms and conditions may apply to specific Service Features and such terms: (a) will be presented to you before you gain access to the applicable Service Feature for acceptance; or (b) are set out in Annex A, as updated by us from time to time. You agree to comply with any additional terms and conditions relating to applicable Service Features set out in Annex A or presented to you before you gain access to the applicable Service Feature. All Service Features will be provided in accordance with the then current documentation found on the Unity platform. Should Unity not operate in all material respects substantially in conformance with its documentation, as updated from time to time, we will use our best efforts to repair Unity.

**2.2.** We reserve the right to add, amend, remove or augment Service Features and Materials at any time. The User agrees that we may, from time to time and at our sole discretion, amend or supplement these Terms of Use on 10 days’ notice to the Account Holder and Users, including without limitation, by email, electronic notice or by posting any amendments on the Unity website. Please ensure sure you keep your email address

updated with us and that any browser pop up blocker you use does not block these pop-up notifications. The User is advised to periodically check the Unity website so that it will be aware of such amendments. Notwithstanding the foregoing, we will not amend its commitments in Section 8 in a way that will result in greater Content use rights; a reduction of commitments or liability in relation to the Content; nor a change in Content ownership without providing you at least 90 days prior notice.

**2.3.** We will use reasonable efforts to ensure that Unity is available 24x7x365 except during maintenance window periods as required from time to time. We will use reasonable efforts to provide you with notice of planned maintenance activities in advance. We will use commercially reasonable efforts to schedule Unity maintenance for weekends and other off-peak hours. If we feel your use of Unity is exceeding reasonable storage, bandwidth, access or other such limits, we reserve the right to cap your usage of Unity to reasonable limits.

**2.4.** The planned maintenance windows for Unity are: (i) Monday to Thursday 10pm to 6am ET and (ii) Friday 10 pm to Monday 6am and (iii) statutory holidays. Emergency and unplanned urgent maintenance activities will be performed as and when needed; provided that we will use reasonable efforts to provide you with advance notice of such maintenance and schedule such maintenance in a manner to minimize the impact to Unity when required to be performed outside of the planned maintenance windows. Notwithstanding the foregoing, we make no warranties as to the availability of Unity or that all Unity related issues will be resolved.

**2.5.** There may be links within Unity which will enable you to leave Unity and connect directly to third party sites. We are providing these links only as a convenience. These linked sites are entirely independent of Unity, and shall not be construed as any reflection on, any affiliation with, approval of, or endorsement by us of any such site or entity, or its respective information, publications, products or services. We will not be responsible for the contents of any site linked to Unity or for any link contained in a linked site. When linking to a third party site, you are leaving the privacy coverage of Unity and are subject to the privacy coverage of the third party site. We do not guarantee that the third party website privacy statement is the same or contains the same privacy statement as Unity.

**2.6.** You acknowledge and agree that you may be required to agree to additional third party terms and conditions not set out in this Terms of Use in order to take full advantage of certain features of Unity and certain services that may be accessed through Unity. We shall have no responsibility or liability for such third party features, which shall be subject to the agreements between you and the applicable third party provider. You agree that we are permitted to share Content with such third party providers so as to permit such third parties to provide such services to you.

**2.7.** You are solely responsible, at your expense, for acquiring, maintaining and updating all equipment, computers, software and communication services that are required to access and use the Services.

### **3. SECURITY**

**3.1.** We have implemented and will maintain and follow appropriate physical, technical and organizational measures intended to protect your Content against accidental, unauthorized or unlawful access or disclosure, including without limitation, operational security, encryption, access control, identity management, threat management, logging and network security. Your Content will only be made available to those limited people at Dye & Durham or its affiliates that need access in relation to the Limited Purpose (defined in Section 8.6). We will promptly notify you of any security incidents involving your Content. Except for Content generated, stored and/or shared using third party features (which shall be governed by such third party's terms and conditions as set out in Section 2.6), your Content will be stored and backed-up at data centres located in Canada. Content we share with third party providers that offer features and services by way of Unity may be stored outside of Canada by such third party providers and will be subject to such third party's security and privacy policies once in their possession and we encourage you to review such policies to ensure you are comfortable with their contents prior to using such features and services. Any information we collect by way of the Unity will be done using a valid Secure Socket Layer certificate from a reputable source. All payment card information transmitted, processed or stored by way of Unity will be in accordance with the Payment Card Industry Data Security Standard.

**3.2.** While we are committed to protecting the security of Unity, we cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Account Holders, Administrators and Users are responsible for implementing adequate firewall, password and other security measures to protect their respective systems, data and applications from unwanted intrusion, whether over the internet or by other means. You agree not to attempt to violate the security of Unity, including without limitation, (i) by attempting to log into an account which you are not authorized to access; or (ii) by attempting to interfere with the Services and Unity through means of a virus, by overloading a server or by any other means.

#### **4. TERM AND TERMINATION:**

**4.1** These Terms of Use shall remain in full force and effect until terminated in accordance with this Agreement ("Term").

**4.2** These Terms of Use can be terminated by:

**(a)** either party in its own discretion by giving the other party at least ten (10) business days' notice (the "Termination Notice"); or

**(b)** by us where:

**(i)** the Account Holder has failed to pay any amount past-due under these Terms of Use or if the account used by the User is regularly overdrawn or deposits to or debits from such account regularly result in a NSF situation;

**(ii)** the Account Holder, Administrator or a User has failed, or we reasonably suspect such failure, to comply with any of the terms and conditions of these Terms of Use;

**(iii)** you become bankrupt or insolvent, make an assignment for the benefit of its creditors, or where a receiver is appointed under any instrument or over any assets of, or an order is made or resolution passed for your winding up;

**(iv)** your permission to use Unity has been suspended under Section 4 and has not been

reinstated within 180 days following the suspension;  
(v) you die or become incompetent; or  
(vi) we cease to provide the Services.

**4.3** Upon issuance or receipt of a Termination Notice, Dye & Durham shall calculate the balance of the Account Holder's payment account and determine in a report (the "Accounts Summary"), a return of funds (if any) or balance owing by the Account Holder. Any such payments or refunds shall be made within 10 days from receipt of the Accounts Summary.

**4.4** Upon termination of these Terms of Use you agree to immediately cease use of Unity. You acknowledge that upon termination of these Terms of Use or any rights granted hereunder, we may terminate any Credentials previously provided to you; provided that for up to 30 days following the Termination, upon your request, we will provide you with a copy of your Content, at your expense, in machine readable form. Following such 30-day period, we reserve the right to delete your account and Content in the normal course of operation. You acknowledge that Content cannot be recovered once deleted. Upon termination of these Terms of Use, you agree to pay us any outstanding fees owing from your use of Unity in accordance with Section 6.

## **5. ACCOUNTS**

**5.1.** In order to use Unity, the Account Holder must first set up an account by providing us with accurate and complete registration information and designating an Administrator. The Administrator is responsible for:

(a) adding, changing and deleting the list of Users authorized to use an account; and  
(b) maintaining up to date account information. If we determine that account information is not up to date, we reserve the right to update such information. The Account Holder is responsible for all usage and activities under its account and is responsible for ensuring use by its Administrator and Users complies with these Terms of Use.

**5.2.** Each Administrator and User must have separate Credentials. Each Administrator and User agrees:

(a) to designate its own Credentials;  
(b) to safeguard against disclosure and not disclose their Credentials to anyone else;  
(c) not to use Credentials which have not been specifically assigned to you;  
(d) be responsible for all activity under its Credentials;  
(e) to immediately de-activate any Credentials for Users that are no longer permitted to access the Services (e.g. termination of employment); and  
(f) to notify us immediately if you become aware or suspect that your Credentials have been compromised.

**5.3.** The Account Holder agrees it is ultimately responsible for all activity under Administrator and User Credentials and agrees to notify us immediately upon becoming aware or suspects that any Credentials have been compromised.

**5.4.** We have the right to temporarily suspend access to an account or to Unity or use of any Credentials: (a) if an event that would permit Dye & Durham to terminate the Terms of Use has occurred; (b) if we believe, acting reasonably, that the account or Credentials have been compromised; (c) if we believe your use of Unity poses a security risk to Unity or any third party; or (d) during Unity maintenance. A suspension does not constitute termination of these Terms of Use and the suspended Account Holder or User shall continue to be bound by these Terms of Use during the period of such suspension. A suspended Account Holder, Administrator or User may not access Unity through the use of another account or another person or entity's Credentials.

**5.5.** In order to use Unity, each User is required to provide a trusted cell phone number ("Trusted Cell Number") for User identity validation purposes. Dye & Durham will not use a Trusted Cell Number for any purpose other than as part of Unity authentication processes.

## **6. FEES AND INVOICING**

**6.1.** Fees will apply in order to initiate certain files (including searches and purchase, sale, and mortgage transactions) or to create certain records (including estate, will, or corporate records) using Unity (each a "Transaction") and are the responsibility of the Account Holder. You hereby agree to pay the relevant fees which have been communicated to you in writing, plus all applicable taxes and other charges, including those imposed by governmental authorities in respect of those fees. These fees are subject to change from time to time at our discretion.

**6.2.** Additional fees may apply in order to access other Dye & Durham and third party products and services offered by way of Unity and are the responsibility of the Account Holder. These additional fees are not included in the Transaction fee referenced in Section 6.1 of these Terms of Use. These additional fees are subject to change from time to time at the discretion of Dye & Durham or the third party provider.

**6.3.** You will only use each file or record in relation to the single transaction or entity for which it was originally purchased. You are required to create a new Transaction for each search and purchase, sale, mortgage transaction, or similar transaction and a new record for each estate, will or corporate record processed using Unity. Users that do not abide by this condition are subject to having their access to Unity suspended or terminated immediately by us.

**6.4.** Depending on the Service Feature, you may pay for fees in advance, by pre-loading your Unity account using your credit card, or monthly in arrears. Where payment is made monthly in arrears, you will receive an invoice from us at the end of the applicable monthly payment period. You agree to pay the fees within 30 days from the date of invoice. Any fees not fully paid within 30 days shall accrue interest at the lower of 18% per annum (1.5% per month) and the highest rate of interest provided by and allowed by applicable law, until paid in full.

## **7. REQUIREMENTS AND RESTRICTIONS**

**7.1.** For the Term, you are granted a non-exclusive right to use access and use Unity, including the Materials for internal use only for the purpose of providing services to your or the Account Holder's clients.

**7.2.** Except as otherwise expressly provided in these Terms of Use, the Account Holder must:

- (a)** ensure that Users understand and comply with its obligations under these Terms of Use, including with respect to applicable laws, and take all reasonable steps to ensure User's compliance through policies and training as needed;
- (b)** immediately notify us of any suspected breach of these Terms of Use by the Account Holder, its Administrators or its Users; and
- (c)** comply with all obligations or restrictions: (i) regarding the use of Unity as we may communicate from time to time; and (ii) imposed by third party solution providers that may be applicable to your use of the Services.

**7.3.** You agree you will not, nor assist any third party to: (a) sub-license or otherwise share your access to Unity; (b) add to, delete from, update, modify, tamper with, alter, reverse engineer, translate, decompile, disassemble or attempt to do any of the foregoing in any way Unity or Materials; (c) infringe any copyright, patent, trade-mark or trade secret of Dye & Durham or its third party Service providers; (d) use Unity in a service bureau, bulk sales, computer service or timesharing business; (e) use Unity to create a database in electronic or other format or for the purposes of data aggregation or dissemination; (f) resell or otherwise commercially exploit Unity or any Materials; (g) copy, extract, reproduce, republish, upload, post, transmit, frame or distribute the Materials in any way or by any means whatsoever, except as otherwise expressly permitted in these Terms of Use, provided all copyright and other proprietary notices, if any, are maintained; (h) use Credentials, an Account, Unity or the Materials in connection with the commission of any criminal act or any act otherwise contrary to law or regulation; (i) take any action that imposes, or may impose an unreasonable or disproportionately large load on Unity's infrastructure; (j) attempt to gain unauthorized access to Unity; (k) use Unity to store or transmit content that infringes on any person's intellectual property rights; (l) use Unity in any manner that interferes with or disrupts the integrity or performance of Unity; (m) use Unity to knowingly post transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software; or (n) use any automated or semi-automated process, system or software to access and use the Service or collect information from Unity.

**7.4.** We reserve the right to charge, upon notice to you, for Content storage that exceeds specified storage limits. You will be notified of the potential for any such increased storage costs in advance and will be given the opportunity to bring your usage within specified storage limits or elect to pay the increase Content storage fees.

**7.5.** For the Term, you are granted a non-exclusive right to use access and use Unity, including the Materials for internal use only for the purpose of providing services to your or the Account Holder's clients.

**7.6.** Educational Use. Where the Account Holder is a Dye & Durham approved educational institution ("Educational Institution"), the following additional or alternative terms and conditions shall also be applicable:

**(a)** The Account Holder acknowledges and agrees that the instance of Unity of provided for use will be a training version and, as such, may have more limited Service Features than other instances of Unity.

**(b)** The Account Holder is responsible for setting up an Administrator by contacting us. The Account Holder must contact us to update or change its Administrator. The Account Holder's Administrator shall be responsible: (i) for setting up and managing all Users; (ii) suspending any Administrator or instructor-type User who fails to certify or re-certify as required; (iii) suspend all student-type User who ceases to be a student; and (iv) suspend all student-type Users at the end of each semester.

**(c)** Users under the Account Holder's account shall consist of students registered with or engaged by the Educational Institution.

**(d)** The Account Holder's Administrator and instructor-type Users must successful complete certified training before being provided access to Unity and re-certify annually to be permitted to retain such access.

**(e)** Dye & Durham customer support will only provide technical support to instructor-type Users. We will not provide technical support to students-type Users. Instructor-type Users are responsible for providing all required support to student-type Users.

**(f)** The Account Holder, the Administrator and the Users acknowledge and agree that "internal use purposes" as

**(g)** referenced in Section 7.1 shall consist of internal educational purposes only. No monetary, commercial or other use of Unity or its Materials is permitted. The Account Holder is responsible for advising and binding in writing its Administrator and Users of the use rights and restrictions applicable to Unity and taking reasonable measures to ensure their compliance with such rights and restrictions.

**(h)** Notwithstanding anything to the contrary in these Terms of Use, Unity and all it Materials are provided on an "as is, as available" basis , without any other warranties, representations or conditions, express or implied, including, without limitation, warranties or conditions of non-infringement of third party rights, accuracy, correctness, completeness, effectiveness, currency, merchantability, fitness for a particular purpose, reliability, security, operation free of interruption, technologically harmful intrusions, Denial of Service attacks, viruses or other errors or events caused by or introduced through the internet, or those arising by usage of trade or course of dealing.

**(i)** In addition to any termination rights elsewhere in these Terms of Use, we can terminate these Terms of Use and your right to use Unity and its Materials on 30 days' prior written notice.

**(j)** The following Sections of these Terms of Use shall not be applicable to Educational Institution-type Account Holders or their Administrators or Users: Sections 3.1 (notification of breach provisions) and 6.

## **8. CONTENT**

**8.1.** You are responsible for the verification of the contents, accuracy and quality of any Content uploaded to Unity and its fitness for its intended purpose. You acknowledge that we shall have no liability to the Account Holder, an Administrator, a User, a client or any third party with respect to any damages resulting from inaccurate Materials or Content. Although we try to ensure that Unity, the Materials and Professionals Database are accurate, you agree that we have no liability for the accuracy, completeness, quality or correctness of Unity, the Materials or the Professionals Database.

**8.2.** The User is responsible for creating and retaining any backup copies of Content as the User may require. You agree that we reserve the right to remove (or have removed) from its servers any Content which it believes, in its sole discretion, may damage any member of the Do Process Group or expose any member of the Do Process Group to liability, and you authorize us and our authorized representatives to effect such removal and consent to such removal. You agree that we shall not be liable for, and waive any claim arising from, any such Content removal.

**8.3.** Upon request, we shall either provide you with a copy of the Content stored using the Services or allow you to access and download such Content in a commonly used machine readable form. Depending on the nature and volume of the request, additional fees may apply, to be charged on a time and materials basis.

**8.4.** You represent and warrant:

- (a) You have obtained meaningful consent from the applicable individual or entity for the collection, use and disclosure of Content consisting of personal information as defined in applicable Canadian and provincial privacy laws;
- (b) Content does not and will not infringe any copyright, patent, trade-mark, trade secret or other proprietary rights or rights of publicity or privacy;
- (c) Content does not and will not violate any law, statute, ordinance or regulation;
- (d) Content is not, and will not be, defamatory, trade libelous, obscene or pornographic; and
- (e) Content has been subjected to firewalls, password and other industry appropriate security measures to limit viruses and other harmful or deleterious programming routines.

**8.5.** We strongly discourage you from including any credit card details or other highly confidential information in the Content and strongly advise you exclude or redact such information. You agree to indemnify the Do Process Group in respect of any third party claims relating to any Content, except where those claims arise due to our gross negligence or intentionally wrongful conduct.

**8.6.** You grant us and our affiliates the right to store your Content and use it to provide you with Services and support of those Services (the "Limited Purpose"). Except as required by law, unless if receives your written permission, Dye & Durham will not use your Content other than as necessary to achieve the Limited Purpose.

**8.7.** We shall not disclose the Content to any person except to its and its affiliates' employees, contractors and agents (the "Representatives") having both a need to know to accomplish the Limited Purpose and an obligation of confidentiality. The foregoing obligation of confidentiality and restrictions on use hereunder shall not apply to Content: (a) known to Dye & Durham before receipt from the Licensee, without a duty of confidentiality; (b) generally available to the public (or becomes so), unless due to our breach; (c) received by us from a third party without a duty of confidentiality; or (d) is independently developed by or for us without any use of the Content.

**8.8.** It shall not be considered a breach of these Terms of Use if we disclose Content as required by law; provided that we: (a) where permitted by law, give Licensee written notice promptly upon receipt of a disclosure requirement and before the disclosure is made; (b)



take reasonable actions and provide reasonable assistance to the Licensee to secure confidential treatment of the Content; and (c) disclose only such Content as is required by law.

**8.9.** We will logically separate your Content from our own data and the data of other Dye & Durham customers. If you do not use the Service for a period of 365 days, we may delete your Content; provided that deletion of your Content from all backup servers may not be completed until up to 45-days after the end of the 365 day period. At any time during the term of these Terms of Use, you may request that your Content be deleted and we will delete your Content, including from all backup servers, within 45 days of your request.

**8.10.** Notwithstanding anything to the contrary in this Section 8, you acknowledge and agree that we have the right generate and utilize anonymized and aggregated data related to the transactions conducted and facilitated through Unity ("Aggregated Data") and that we shall own all right, title and interest in such Aggregated Data. We use Aggregated Data for business related activities, including business analysis, support and analytics. We shall ensure that its obligations of confidence and compliance with its commitments to privacy are maintained in its creation and use of Aggregated Data.

## **9. APPLICABLE LAWS**

**9.1.** You are responsible for compliance with local laws to the extent they are applicable and you agree to comply with all applicable laws with respect to your use of Unity. You acknowledge you are responsible for ensuring your use of Unity and any Materials complies with applicable laws, including Canadian privacy laws and Canada's Anti-Spam Law ("CASL"), as it may be amended from time to time, and with any other applicable rules and regulations of the Canadian Radio-television and Telecommunications Commission and any similar or replacement body with authority to administer and enforce CASL.

**9.2.** Each party shall:

(a) reasonably cooperate with the other party in order to assist such party in complying with its obligations under applicable law; and

(b) comply upon reasonable notice from the other with all governmental requests relating to the subject matter of these Terms of Use directed to either us or you and provide all information and assistance reasonably necessary to comply with the governmental request.

**9.3.** Personal information that forms part of the Content will be stored by us in an encrypted manner and treated in accordance with all applicable Canadian and provincial privacy laws.

## **10. PROFESSIONALS DATABASE**

**10.1.** The Service provides access to the Professionals Database, which is populated with Contact Details from users of the Unity platform. Users have the ability and obligation to maintain their current and correct Contact Details through the Services. When a lawyer inputs third party Contact Details, such details are added to the Professionals Database. If we determine that any Contact Details not up to date, we reserve the right to update such Contact Details. You must only include publicly available business contact information in the

Contact Details added into the Professionals Database and represent and warrant that you shall not include any personally identifiable information into the Professionals Database that is not business contact information.

**10.2.** Through Unity, Users can update their own Contact Details or suggest changes to the Contact Details of other lawyers in the Lawyer's Database. Users agree to always keep their own Contact Details accurate and up to date in the Professionals Database.

**10.3.** You agree that if you upload any Contact Details to Unity, you represent and agree that you have the right to do so and that we may make those Contact Details available to other users of Unity. For clarity, contact information of clients or non-lawyers shall not be published or shared with users of Unity by us.

**10.4.** You may only use the Contact Details from the Professionals Database for the purposes of populating Materials, corresponding with opposing counsel, transactions conducted using Unity, and exercising your rights and obligations under these Terms of Use and for no other purpose. You shall not use the Contact Details for the purpose of sending any marketing or advertising materials or any "Commercial Electronic Messages" as such term is defined in CASL.

## **11. INTELLECTUAL PROPERTY**

**11.1.** We own all right, title and interest in and to the Services, Unity and the Materials (including Contact Details housed in the Professionals Database) and any and all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights, for any of the foregoing embodied therein and you may not use same except as explicitly permitted in these Terms of Use.

**11.2.** Certain names, words, titles, phrases, logos, icons, graphics or designs or other content on Unity are trade names or trade-marks owned by us, or trade names or trade-marks licensed to it. The display of trade-marks and trade names on the Unity does not imply that a license of any kind has been granted to anyone else and you may not use same except as explicitly permitted in these Terms of Use.

**11.3.** You agree that if you send us suggestions, ideas or other information regarding Unity or the Materials we are entitled to unrestricted use of the feedback for any purpose whatsoever, without compensation to you.

**11.4.** As between the parties, you retain all right, title and interest in and to the Content, other than the rights specifically granted to us herein.

**11.5.** The parties will each obtain all licences, authorizations, approvals and certifications necessary to provide and receive the Services, as applicable, in compliance with all Applicable Laws, and will pay all expenses as are necessary for it to do so.

## **12. INDEMNITY**

**12.1.** The Account Holder, the Administrator and the User (as appropriate) shall indemnify and hold the Do Process Group harmless from any costs, damages, losses or expenses that any member of the Do Process Group may suffer: (a) as a result of, or in connection with, any claim asserted by a third party against any member of the Do Process Group, in connection with any unauthorized, improper or illegal use of Accounts, Unity, the Materials or data by the Account Holder or the User or committed under their Account, or (b) due to any breach of these Terms of Use by the Account Holder, Administrator or User.

**12.2.** You agree you will not use Unity in any application or situation where Unity's failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use") and you agree to indemnify the Do Process Group from any third-party claim arising out of your use of Unity in connection with any High Risk Use.

### **13. LIABILITY**

**13.1.** Our maximum aggregate liability to Account Holder, its Administrator and a User under these Terms of Use, for any claim whatsoever relating to these Terms of Use, an account, the Materials or any other product or services (including, but not limited to, password reset, customer support and technical support services) provided under these Terms of Use whether in contract or tort (including negligence), as a result of breach of warranty, strict liability or under any other theory of liability whatsoever, will be limited to direct damages in an amount not exceeding the lesser of: (a) the charges paid under these Terms of Use in relation to the claim matter in the 6 months preceding the claim date; and (b) ten thousand Canadian dollars (\$10,000).

**13.2.** In no event, whether in contract or tort (including negligence), as a result of breach of warranty, strict liability or under any other theory of liability whatsoever, will we be liable to the other under these Terms of Use for: (i) any indirect, consequential, incidental, exemplary, punitive or special damages; or (ii) for any damages, whether direct, indirect, consequential, incidental, exemplary, punitive or special, characterized as lost revenue, lost savings or lost profits; even if we have been advised of the possibility of such damages in advance.

**13.3.** Notwithstanding Sections 13.1 and 13.2, nothing in these Terms of Use shall limit your liability with respect to breaches of confidence, fraud, willful misconduct or a your indemnification obligations.

### **14. WARRANTIES**

**14.1.** Account Holder represents and warrants that the individual it assigns to be its Administrator is at least 18 years of age, has the requisite authority to bind the Account Holder in respect of the matters under these Terms of Use and has been designated by the Account Holder to perform administrative tasks in relation to a Unity account. The individual that identifies the Administrator represents and warrants that they have the authority to do so.

**14.2.** Each party represents and warrants that it shall comply with all laws applicable to it pertaining to its performance of its obligations under these Terms of Use.

**14.3.** Except for the express warranties provided above, we make no warranties with respect to accounts, Unity, the Materials or any other products or services, including, but not limited to, password reset, customer support and technical support services, provided pursuant to these Terms of Use. The Services, Unity, accounts, and the Materials, and any other products and services, including, but not limited to, password reset, customer support and technical support services, are provided on an “as is” basis, without any other warranties, representations or conditions, express or implied, including, without limitation, warranties or conditions of non-infringement of third party rights, accuracy, correctness, completeness, effectiveness, currency, merchantability, fitness for a particular purpose, reliability, security, operation free of interruption, technologically harmful intrusions, Denial of Service attacks, viruses or other errors or events caused by or introduced through the internet, or those arising by usage of trade or course of dealing.

## **15. PRIVACY AND USAGE**

**15.1.** You acknowledge that we may collect and send statistical information about the occurrence of certain events within Unity relating to your use of Unity (“Event Information”) and that we may use this information for our internal business purposes, including without limitation, for billing, to measure and understand the behavior and preferences of our customers, to troubleshoot technical problems, to enforce these Terms of Use, and to ensure proper functioning of Unity. You agree that you will not interfere or attempt to interfere with the collection and transmission of such information.

**15.2.** Information collected from use of an account, use of Unity and the Services is subject to our privacy policy accessible at <https://unity.doprocess.com/login/privacy-policy>, as amended from time to time without notice, which is incorporated herein by reference (the “Privacy Policy”). We will primarily use your personal information for the purposes of providing you with access to Unity; however, we may also use it as set out in the privacy policy and as follows: (i) for the development, enhancement, marketing and/or provision of products and services; (ii) for administrative, data back-up, or processing purposes; (iii) for the purposes of statistical and market analysis; and (iv) to meet contractual reporting and audit obligations to suppliers whose products form part of or are otherwise related to Unity. In addition to those disclosures set out in the privacy policy, we may disclose any of your personal information to: (i) suppliers of services or products purchased by you through Unity in relation to such purchases; (ii) our affiliates, partners and subcontractors that carry out certain functions for or provide certain services to us; and (iii) any law enforcement authority or regulator having jurisdiction (including, without limitation, your governing law society), in connection with any investigation by any of them relating to the Account Holder, Administrator or a User’s use of Unity or the Materials. In order to operate effectively, our collection, storage and use of information may involve transfers of personal information from Canada to another country. You acknowledge that it may be necessary for us to transfer personal information to someone in another country and you consent to such transfer.

**15.3.** A cookie is a small piece of information sent by a web server to a web browser, which enables the server to collect information from the browser. Find out more about the use of

cookies on <http://www.cookiecentral.com>. Dye & Durham uses cookies to identify you when you use Unity and to keep track of your browsing patterns and build up a demographic profile. Our use of cookies also allows registered users to be presented with a personalized version of the site, carry out transactions and have access to information about their account. Most browsers allow you to turn off cookies. If you want to know how to do this, please look at the help menu on your browser; however, switching off cookies may restrict your use of some features of Unity.

## **16. GENERAL**

**16.1.** Any provision of these Terms of Use intended to survive the termination of these Terms of Use, or any parts thereof, shall survive such termination.

**16.2.** You acknowledge and agree that these Terms of Use, and any disputes related thereto, shall be interpreted in accordance with the laws in force in the Province of Ontario, Canada and you attorn to the jurisdiction of and agree to bring any actions exclusively in the courts of Ontario, save and except of injunctive relief which may be sought in any jurisdiction deemed appropriate.

**16.3.** Neither you nor us shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions (including the denial or cancellation of related services or other necessary licenses), wars, terrorist actions, natural disaster, labour disruptions, insurrections or any other cause beyond the reasonable control of the party whose performance is affected.

**16.4.** During the term of these Terms of Use and for 6 months after their termination, we may, upon reasonable prior written notice, during normal business hours, inspect your materials and records relating to your use of accounts, Unity and the Materials and compliance these Terms of Use. We will keep confidential, and not disclose, information concerning the business and affairs of the Account Holder, Administrator and User. Notwithstanding the foregoing, upon notice to us: (a) you are permitted to redact materials and records to be provided as part of such audit as reasonably required to protect personal health information or personal information when required by applicable laws; and (b) Users that are lawyers and their employees are permitted to redact materials and records to be provided as part of such audit as reasonably required to maintain solicitor-client privilege.

**16.5.** Any notice under these Terms of Use may be delivered by hand, by mail, by courier, by facsimile, by electronic mail or, in the case of a notice from us, by announcement displayed via Unity. Except as provided for otherwise in these Terms of Use, a notice shall be deemed to have been received on the 5th business day after mailing if sent by regular mail, on the date of delivery if sent by courier, or on the first business day after the date of transmission if sent by facsimile, electronic mail or by announcement through Unity.

**16.6.** The Administrator confirms that it has the right to bind the Account Holder to these Terms of Use. The Account Holder confirms it will be responsible for the breach of these Terms of Use by the Account Holder, its Administrators and its User. For clarity, Users are

accepting these terms in their own capacity and not on behalf of the Account Holder or Administrator.

**16.7.** These Terms of Use, and any of the rights and obligations herein, may only be assigned by the Account Holder with our prior written consent. Any attempt by any User, Account Holder or Administrator to assign any rights or obligations under these Terms of Use shall be void in the absence of such prior written consent.

**16.8.** If any provision of these Terms of Use shall be found to be unlawful, void or unenforceable, then such provision shall be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions.

**16.9.** These Terms of Use constitute the entire agreement between us and you with respect to the use of Unity and access to the Materials by the User and the terms and conditions of these Terms of Use shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the User or an Administrator to us.

**16.10.** The headings in the Terms of Use are only for convenience of reference and shall not affect the construction or interpretation of these Terms of Use.

## **ANNEX A SERVICE FEATURES AND APPLICABLE TERMS**

### **1. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO TERANET CONNECT SERVICE FEATURE**

**a.** You represent and warrant that you will only use Teranet Connect and the information, reports and other content ("Information") you receive therefrom for your or the Account Holder's own internal business purposes directly related to searches related to Ontario real estate transactions, including without limitation, disposition or acquisition of real estate in Ontario, and/or the preparation of any documents in connection with such a disposition, acquisition or transaction, and for no other purpose whatsoever.

**b.** You acknowledge and agree that you must accept and abide by these additional Teranet Connect terms and conditions and complete certain forms and accept certain additional terms and conditions required by the third party providing Teranet Connect ("Teranet Terms"), being Teranet, and you will not be permitted to access Teranet Connect until same is completed. If there is a conflict between the terms and conditions in the body of these Terms of Use and these Teranet Connect specific terms and conditions, these Teranet Connect terms and conditions shall take precedence in relation to the Teranet Connect services.

**c.** For certainty and without limiting any provision of these Terms of Use or these Teranet Connect terms and conditions, we do not warrant the contents of any information transmitted using Teranet Connect, including its accuracy, completeness, or usefulness, nor do we warrant that any information transmitted using Teranet Connect is actually received by any party or is accurately transmitted. Provision of Teranet Connect or any of the databases and/or Information accessible via Teranet Connect may not be available under all circumstances or at all times and may be discontinued at any time.

**d.** Further to and without limiting any provision of these Terms of Use or these Teranet Connect terms and conditions, for Teranet Connect transactions, you acknowledge and agree you will be responsible for paying the charges for the Information accessed through Teranet Connect directly to Teranet as set out in the Teranet Terms.

**e.** You acknowledge and agree that we may disclose your Event Information and personal information to Teranet for the purposes set out in Section 15.1 of these Terms of Use as well as for those purposes as applicable specifically to Teranet Connect and the Teranet Terms. You further acknowledge and agree that Teranet may also disclose such information to the Province of Ontario, its ministries or agencies, for the purposes of Ministry or agency use, and to the Province of Ontario, its ministries or agencies and to any law enforcement authority or regulator having jurisdiction, or the Law Society of Upper Canada, in connection with any investigation by any of them relating to your use of Teranet Connect.

**f.** You acknowledge and agree that the Information contains data from POLARIS, which data is the property of the Province of Ontario and you do not acquire any right hereunder to modify or change said data in any way and all intellectual property rights in or to the content are and shall remain the sole and exclusive property of the Province of Ontario, Teranet or the applicable lawful third party owners.

**g.** You acknowledge and agree that the Province of Ontario shall not be liable in any manner to you for any loss of revenue or profit or savings, lost or damaged data, or other commercial or economic loss or any direct or indirect or incidental, special or consequential damages whatsoever even if the Province of Ontario has been advised of the possibility of such damages, or for claims of any nature by a third party. This Section shall apply whether or not the liability results from a breach of a fundamental term or condition or a fundamental breach. It is acknowledged that this Section is included for the benefit of and can be relied on by the Province of Ontario.

**h.** You agree you shall comply with all applicable laws and regulations relating to Teranet Connect and, the databases and content accessed via Teranet Connect, including, without limitation, any laws relating to privacy, export or the use of POLARIS data as information obtained from the public and collected by the Province of Ontario and Teranet through its operation of the land registration system in the Province of Ontario.

## **2. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO UNITYPI**

**(a)** UnityPI is an online mobile application for statistics compilation and workflow and file tracking, accessible at [unity.doprocess.com/pi](http://unity.doprocess.com/pi), which you may access and use as part of your use of Unity ("UnityPI").

**(b)** The following Sections of the above Unity Terms of Use shall be applicable to your use of UnityPI which sections are deemed modified to include reference to UnityPI, as modified in this additional terms and conditions: 2.2, 2.4, 2.5, 2.6, 2.7, 3, 4 (excluding post-termination provision of UnityPI Content), 5, 8.6, 8.7, 8.8, 8.9, 8.1, 9, 11, 13, 14, 15 and 16.

**(c)** Notwithstanding any provision of the Terms of Use, we do not warrant the performance or contents of UnityPI, including its accuracy, completeness or usefulness. Provision of

UnityPI and/or content accessible via UnityPI may not be available under all circumstances or at all times and may be discontinued at any time.

**(d)** These additional terms and conditions applicable to UnityPI and the applicable Unity Terms of Use constitute the entire agreement between us and you with respect to the use of UnityPI.

### **3. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO UNITYC**

**(a)** UnityC is an online service that allows current and potential clients and other third parties ("Transaction Participants") to share data, information, materials and documents ("Transaction Participant Materials") with you and you to share Content and Transaction Participant Materials with Transaction Participants ("UnityC").

**(b)** Further to Section 7.1 of the Unity Terms of User, you are granted a non-exclusive right to access and use UnityC for internal use purpose consisting of: (a) referring current and potential clients; (b) sharing information in relation to and with Transaction Participants; and (c) providing services to your current or potential clients.

**(c)** You acknowledge that in order to use UnityC, Transaction Participants must first set up an account by providing us with the required registration information and designating a user id and password ("Transaction Participant Credentials") and that if we determine or reasonably suspect that Transaction Participant Credentials have been compromise, we reserve the right to suspend such Transaction Participant Credentials which will prevent such Transaction Participant from accessing UnityC.

**(d)** We reserve the right to remove Content and Transaction Participant Materials uploaded to UnityC pursuant to Section 8.2 of the Unity Terms and Conditions.

**(e)** Notwithstanding any provision of the Terms of Use, we do not warrant the performance or contents of UnityC, including its accuracy, completeness or usefulness. Provision of UnityC and/or content accessible via UnityC may not be available under all circumstances or at all times and may be discontinued at any time.

**(f)** You acknowledge that we shall have no liability to you, a Transaction Participant or any third party with respect to any damages resulting from Content uploaded to UnityC other than as set out in Section 13 of the Unity Terms of User or resulting from any Transaction Participant Materials uploaded to UnityC.

**(g)** The following Sections of the above Unity Terms of Use shall be applicable to your use of UnityC which sections are deemed modified to include reference to UnityC, as modified in this additional terms and conditions: 2.2, 2.4, 2.5, 2.6, 2.7, 3, 4 (excluding post-termination provision of UnityC Content or Transaction Participant Materials), 5, 6, 7, 8, 9, 11, 12, 13, 14, 15 and 16.

**(h)** These additional terms and conditions applicable to UnityC and the applicable Unity Terms of Use constitute the entire agreement between us and you with respect to the use of UnityC.



#### 4. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO DEEDEE AI ASSISTANT

- a. DeeDee AI Assistant (“**DeeDeeAI**”) is a beta product designed to allow Unity Users to leverage artificial intelligence to streamline everyday, low-risk tasks. Via a natural language chat interface, DeeDeeAI will provide responses (that is, “**output**”) algorithmically generated in response to prompts or Content (that is, “**input**”) inputted by Users. Because it is a beta product, it is still undergoing testing and is provided on an all-risk-accepted basis, in exchange for our access to your input and output as more particularly described below. **PLEASE READ THIS SECTION CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION ABOUT OUR USE OF INPUTS AND OUTPUTS, LIMITS AND EXCLUSIONS OF OUR LIABILITY, AND YOUR INDEMNITY OF US.**
- b. DeeDeeAI is not intended for consumer use, and should only be used in the business context of an Account Holder. Consumer protections do not apply to you.
- c. The Terms of Use apply fully to DeeDeeAI, except as expressly set out herein, and this Annex A, Section 4 is an integral part thereof hereby incorporated by reference. All capitalized terms not defined in this Annex A, Section 4 will have the meaning ascribed within the Terms of Use. The Terms of Use as amended by this Annex A, Section 4, will be referred to as the “**DeeDeeAI Terms**”, which for greater certainty excludes any other sections of Annex A.
- d. In order for a User to use DeeDeeAI,
  - i. the Administrator from the relevant Account Holder must not have disabled access to DeeDeeAI by its Users, and
  - ii. the User must expressly agree to these DeeDeeAI Terms and confirm a full and complete understanding of the risks and limitations of use of DeeDeeAI.

Notwithstanding this, from time to time, Users, Administrators or Account Holders may be presented with further confirmations, information or consents about the risks and limitations of use, and should in any event from time to time check back with these DeeDeeAI Terms, which will always be linked from the DeeDeeAI interface.

- e. An Account Holder whose Administrator has not disabled access is granted a limited, per-User right and access to use DeeDeeAI for internal use purposes only, subject to all of the limitations of the DeeDeeAI Terms. However, an Administrator may not enable DeeDeeAI on behalf of a User in a manner that has them circumvent the need to comply with Section 4.d.ii above. When a User does so confirm and agree as required thereby, such User is granted a limited, personal right and access to use DeeDeeAI for internal Account Holder purposes only, subject to all of the limitations of the DeeDeeAI Terms.
- f. All of your inputs to DeeDeeAI and any outputs generated are your “Content” under the Terms of Use, which Content belongs to you and for which you remain fully responsible therefor in accordance with the Terms of Use and, without limiting that, Section 8 thereof. In connection with that, however:

- i. notwithstanding Section 8.3, we have no obligation to provide you with any copy of your input or output into the DeeDeeAI services;
  - ii. notwithstanding Section 8.6 and 8.7 of the Terms of Use, you agree that our right and license to your Content is not limited to the Limited Purpose, but includes all uses permitted by these DeeDeeAI Terms, including those set out in Section 4.g below, and Section 11.3 of the Terms of Use, and is perpetual and irrevocable even after you stop using DeeDeeAI or Unity;
  - iii. notwithstanding Section 8.9 of the Terms of Use, we cannot guarantee segregation of your Content from other data when used with respect to DeeDeeAI;
  - iv. notwithstanding Section 8.10 of the Terms of Use, our ability to use your Content (including your inputs and any output generated from it) for the purposes described in Section 8.10 of the Terms of Use is not limited to anonymized or aggregated forms, but includes such Content in raw form;
  - v. notwithstanding Section 9.3, we do not have any obligation to encrypt your input into or output from DeeDeeAI, whether or not it includes personal information, and we do not expect you (And you are strictly forbidden from including) to include any personal information therein unless you have the express consent of the affected individual; and
  - vi. notwithstanding Section 15.2 of the Terms of Use, in addition to all other privacy terms that apply generally to Unity, the privacy amendments set out in Section 5 below apply to DeeDeeAI.
- g. Notwithstanding any of the Terms of Use, Account Holder, on behalf of you, your Users, and your Administrators, accept and agree that:
- i. DeeDeeAI can make mistakes, and also fabricate true-sounding information including case citations and laws that do not exist. Consider checking important information.
  - ii. As DeeDeeAI has not been specifically trained on any legal precedents, case law, or professional information or data, any use of output from DeeDeeAI is at your sole risk and you will not rely on output as a sole source of truth or factual information, or as a substitute for professional advice;
  - iii. All output should be treated as indicative and draft, and you are solely responsible for all output provided by DeeDeeAI including the discharge of any professional obligations of competence, oversight, disclosure, consent or otherwise; and
  - iv. Your inputs should never include any privileged, sensitive or confidential information, nor personal information or Contact Details, for which you do not have fully informed consent and permission to share with Dye & Durham and its Upstream Providers on the DeeDeeAI Terms.

- v. Your inputs (and any output generated from it) will be used by Dye & Durham of our Upstream Providers to train, deliver, improve, maintain, DeeDeeAI and the services of our Upstream Providers.
- h. Notwithstanding any of the Terms of Use, DeeDeeAI is provided “AS-IS”, “AS-AVAILABLE” and on a limited, voluntary, opt-in, “All-Errors-Accepted” basis. Without limiting any of that, and notwithstanding any of the Terms of Use, except to the extent strictly prohibited by law:
- i. Except strictly to the extent prohibited by law, Dye & Durham and our affiliates and licensors, and any third party service providers used to assist in providing the DeeDeeAI service (collectively, the “**Upstream Providers**”) make no warranties, representations or conditions (express, implied, statutory or otherwise) with respect to DeeDeeAI, and disclaim all warranties, representations and conditions including, but not limited to, warranties, representations or conditions of merchantability, fitness for a particular purpose, satisfactory quality, non-infringement, and quiet enjoyment, and any warranties, representations or conditions arising out of any course of dealing or trade usage.
  - ii. Notwithstanding Section 3 of the Terms of Use, we make no representations or warranties about security measures relating to your input, and your content will be made available to Upstream Licensors for the purposes described above (and not just the Limited Purpose) in jurisdictions outside of Canada.
  - iii. Unity and its Upstream Providers do not warrant that access or use of DeeDeeAI will be uninterrupted, accurate or error-free, or that any content will be secure or not lost or altered;
  - iv. Neither Dye & Durham nor any Upstream Providers will be liable for any indirect, incidental, special, consequential, or exemplary damages, even if we have been advised of the possibility of such damages, nor any damages for loss of profits, goodwill, use, or data or other losses (whether direct or indirect); and
  - v. Dye & Durham and its Upstream Providers’ aggregate liability under for any and all DeeDeeAI use by you, your Users and your Administrators, whether arising from claims brought by third parties or directly to you, your Users and your Administrators, and for any claims or damages under any theory whatsoever, will not exceed the greater of the amount you paid for DeeDeeAI during the 6 months before the liability arose or one hundred Canadian dollars (CDN\$100).
- i. You, the Account Holder, will indemnify and hold harmless Dye & Durham, our Upstream Providers, and our respective personnel from and against any costs, losses, liabilities, and expenses (including attorneys’ fees) from third party claims arising out of or relating to any of the Account Holders’, Users’, or Administrator’s use of DeeDeeAI or any violation of these DeeDeeAI Terms.
- j. Some jurisdictions and states do not allow the above disclaimers or waivers of warranties, conditions, representations or damages, in which case such DeeDeeAI Terms will limit

and exclude our responsibilities and liability to the maximum extent permissible in your jurisdiction.

- k. Without limiting Section 7 of the Terms of Use, you may not use DeeDeeAI to develop any artificial intelligence models that compete with DeeDeeAI or any of our Upstream Providers products and services, except (i) develop artificial intelligence models primarily intended to categorize, classify, or organize data (e.g., embeddings or classifiers), as long as such models are not distributed or made commercially available to third parties and (ii) fine tune models provided as part of DeeDeeAI, to the extent the same is made available to you;
- l. DeeDeeAI's Upstream Licensors are intended third party beneficiaries of these DeeDeeAI Terms, and can directly, or where not permitted by applicable law, Dye & Durham may on their behalf, enforce these DeeDeeAI Terms against you.
- m. The DeeDeeAI Terms constitute the entire agreement between us and you with respect to the use of DeeDeeAI

## **5. ADDITIONAL PRIVACY TERMS APPLICABLE TO DEEDEE AI ASSISTANT**

- a. As set out in more detail in the DeeDeeAI Terms, a DeeDeeAI User has an obligation to only input personal information into DeeDeeAI if the User has obtained meaningful consent from the applicable individual or entity for the collection, use and disclosure of such personal information as defined in applicable Canadian federal and provincial privacy laws.
- b. We will primarily use personal information inputted into DeeDeeAI for the purposes of providing our clients with access to DeeDeeAI; however, we may also use it as set out in our privacy policy and as follows: (i) for the development, enhancement, marketing and/or provision of products and services; (ii) for administrative, data back-up, or processing purposes; (iii) for the purposes of statistical and market analysis; (iv) to train Dee Dee AI and (iv) to meet contractual reporting and audit obligations to suppliers whose products form part of or are otherwise related to DeeDeeAI.
- c. In addition to those disclosures set out in the privacy policy, we may disclose any personal information entered into DeeDeeAI to: (i) our affiliates, partners, suppliers and subcontractors, and Upstream Providers that carry out certain functions for or provide certain services to us; and (ii) any law enforcement authority or regulator having jurisdiction (including, without limitation, your governing law society), in connection with any investigation by any of them relating to the Account Holder, Administrator or a User's use of DeeDeeAI.
- d. In order to operate effectively, our collection, storage and use of information may involve transfers of personal information from Canada to another country. You acknowledge that it may be necessary for us to transfer personal information to someone in another country. You acknowledge that you have conducted all assessments and complied with all obligations required by Canadian federal and provincial privacy laws and you consent to such transfer.

- e. While we do not guarantee encryption in use of DeeDeeAI, we implement reasonable technological and security safeguards.