

## Terms of Use & Service

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**Overview** Throughout these Terms of Use and Service, the terms “Application,” “we,” “us,” “Corporation,” and “our” refer to Deal Centre. The terms “Terms,” “Conditions,” “Terms of Service,” and “Terms of Use” are hereinafter collectively referred to as “Terms.” By using Deal Centre, you agree to be bound by the following Terms. The Terms apply to all users of the Application, including but not limited to subscriber of Deal Centre, as well as employees and independent contractors of such subscriber.

The Subscriber of the Deal Centre, referred to hereafter as “Subscriber,” “Your,” or “You,” warrants that they are a member in good standing with the Ontario Real Estate Association. The Subscriber agrees to use the Application solely for their personal use. However, if the Subscriber has purchased the enterprise version, the Application may be used in accordance with the terms specified in the agreement between the Subscriber and Deal Centre.

Any new features or tools added to the Application will also be subject to these Terms. Terms may be revised or updated at any time without notice. The most current version of the Terms can be reviewed at any time on the Terms page. We reserve the right to update, change, or replace any part of these Terms by posting updates here. It is your responsibility to periodically check this page for changes. Continued use of or access to the Application after any changes are posted constitutes acceptance of those changes.

By using the Application, you acknowledge that you have read, understood, and agreed to the following Terms:

**General Disclaimer and Caution to Users** Please note that every real estate transaction is unique, and Deal Centre does not guarantee the adequacy, applicability, accuracy, or suitability of the Application. Deal Centre assumes no responsibility for the use of the Application. Users are strongly encouraged to consult qualified professionals to ensure compliance with RECO (Real Estate Council of Ontario), TRESA 2002 (Trust in Real Estate Services Act, 2002), OREA (Ontario Real Estate Association), their respective real estate boards, CREA (Canadian Real Estate Association), or any other applicable regulatory authorities.

#### **Important Instructions to Users:**

- **Alternative Wording:** The Application may use alternative terminology (e.g., “Deals” instead of “Transactions”). Users should review all terms carefully.
- **Time and Date:** The Application uses Eastern Standard Time (EST).
- **Professional Advice:** If any aspect of the Application is unclear, Subscribers should consult legal or industry-specific professionals.
- **Use of Pronouns:** Interpret pronouns and grammatical forms as necessary for context, including adjustments for gender and number.

**Section 1 - Age and Compliance** By agreeing to these Terms, you confirm that you are at least the age of majority in your province of residence. The Application must not be used for any illegal or unauthorized purposes, including but not limited to activities that violate copyright laws.

**Section 2 - General Conditions** You acknowledge that your content (excluding credit card information) may be transmitted unencrypted and may involve: (a) Transfers across multiple networks. (b) Modifications to conform to technical requirements. Credit card information is always encrypted during transmission over networks.

**Section 3 - Accuracy, Completeness, and Timeliness of Information** We and our content providers are not responsible if information in the Application is inaccurate, incomplete, or outdated. The Application should not be solely relied upon for decisions; users should consult accurate and timely sources. Professionals should be consulted for legal, accounting, or financial matters. Any reliance on the Application is at the user’s own risk. The Application may occasionally contain typographical errors or inaccuracies. We reserve the right to modify content but have no obligation to update information. It is your responsibility to monitor changes to the Application and any applicable laws or regulations.

**Section 4 - Modifications to the Service and Pricing** Prices for our products and services are subject to change without prior notice. Price changes do not include updates to the Application or its contents. We are not liable to you or any third party for modifications, price adjustments, suspensions, or discontinuation of the Service.

**Section 5 - Products or Services** Some features of the Application may be unavailable on certain browsers or operating systems. We reserve the right to discontinue the Application at any time. Upon discontinuation, users will have a three-month window to download any customized content or documents they have created. We do not guarantee that the quality of the Application, its features, or related information will meet your expectations. All content within the Application is copyright-protected and owned by Deal Centre. It is intended exclusively for use in real estate transactions within Ontario and for non-commercial purposes. Any commercial use of the content, in whole or in part, is strictly prohibited without prior written consent from Deal Centre. You agree not to copy, reproduce, sell, resell, or exploit any portion of the Application, its use, or access to it without express written permission from us.

**Section 6 - Accuracy of Billing and Account Information** We reserve the right to refuse any subscription order placed with us. We may, at our sole discretion, limit or cancel subscriptions with a prorated refund if the charges were made in advance. If we make changes to or cancel a subscription, we may notify you using the contact details provided at the time of subscription (e.g., email or billing address/phone number). We reserve the right to restrict subscriptions that we determine, at our sole discretion, are being placed by competitors, resellers, or distributors.

**Section 7 - Optional Tools** We may provide access to third-party tools over which we have no control or input. You acknowledge and agree that access to such tools is provided on an “as-is” and “as-available” basis, without warranties, representations, or conditions of any kind. We accept no liability arising from or related to your use of optional third-party tools. Your use of third-party tools offered through the Application is at your sole discretion and risk. Ensure you familiarize yourself with the terms provided by the relevant third-party provider(s). We may also introduce new features, tools, or services in the future, which will be subject to these Terms.

**Section 8 - User Comments, Feedback, and Other Submissions** If you send us creative ideas, suggestions, proposals, or other materials, whether online, by email, or through any other means, you agree that we may, at any time and without restriction, use, edit, copy, publish, and distribute such materials without obligation or compensation.

**Section 9 - Personal Information** We do not share or sell your personal information to third parties. Your information may be used solely for updates regarding our products and services.

**Section 11 - Prohibited Uses** In addition to other restrictions in the Terms, you are prohibited from using the Application or its content for: (a) Any unlawful purpose. (b) Soliciting others to engage in unlawful acts. (c) Violating any regulations, laws, or ordinances. (d) Infringing upon intellectual property rights. (e) Submitting false or misleading information. (f) Uploading malicious code that disrupts or affects the Service or related platforms. (g) Collecting or tracking personal information of others. (h) Spamming, phishing, pretexting, crawling, or scraping. (i) Obscene or immoral purposes. (j) Interfering with the Service's security features. We reserve the right to terminate your access to the Service for violating any prohibited use.

**Section 12 - Disclaimer of Warranties; Limitation of Liability** We do not guarantee, represent, or warrant that the use of our application will be uninterrupted, timely, secure, or error-free. We do not warrant that any results derived from the use of the application will be accurate or reliable. You agree that we may, from time to time, remove the service for indefinite periods or cancel the service without prior notice to you. Your use of the application is entirely at your own risk. The application and all products or services provided through it are delivered "as is" and "as available," without any warranties or conditions of any kind, either expressed or implied, including but not limited to implied warranties or conditions of merchantability, fitness for a particular purpose, durability, title, or non-infringement. In no circumstances shall the corporation, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be held responsible for any injuries, losses, claims, or damages—whether direct, indirect, incidental, punitive, special, or consequential. This includes but is not limited to lost profits, revenue, savings, data, replacement costs, or comparable damages. This limitation applies regardless of whether the claim is based on contract, tort (including negligence), strict liability, or any other grounds. It also applies to damages arising from the use of the service, products purchased through it, or errors, omissions, or losses related to the service or its content, even if such damages were foreseeable.

**Section 13 - Indemnification** You agree to indemnify, defend, and hold harmless Deal Centre, along with its subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, against any claims or demands made by third parties. This includes reasonable attorneys' fees resulting from your violation of these Terms, any referenced documents, applicable laws, or the rights of third parties.

**Section 14 - Severability** If any provision of these Terms is determined to be unlawful, void, or unenforceable, that provision will still be enforceable to the fullest extent permitted by applicable law. The unenforceable portion will be considered severed from these Terms, and this determination will not affect the validity or enforceability of the remaining provisions.

**Section 15 - Termination** Any obligations or liabilities incurred by the parties prior to the termination date will survive the termination of this agreement. These Terms remain in effect until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use our services, or by discontinuing your use of our website or application. If, at our sole discretion, you fail to comply with any provision of these Terms, we may terminate this agreement immediately without notice. In such cases, you will still be responsible for any amounts owed up to and including the termination date, and we may also restrict your access to our services (or any part thereof).

**Section 16 - Entire Agreement** Our decision not to enforce or exercise any provision or right in these Terms does not constitute a waiver of that right or provision. These Terms, along with any posted policies or operational rules related to the application, constitute the entire agreement between you and us. They supersede any prior or contemporaneous agreements, communications, or proposals, whether written or oral, regarding the application. Any ambiguities in the interpretation of these Terms will not be construed against the party that drafted them.

**Section 17 - Governing Law** These Terms and any related agreements for the provision of services shall be governed by and construed in accordance with the laws of Ontario, Canada.

**Section 18 - Password** The application is protected by password authentication, and only individuals with validly issued passwords may access it. Users must provide accurate, complete, and current registration information. Failure to do so will constitute a breach of these Terms and may result in the immediate termination of access to the application. Users are strictly prohibited from: I. Sharing their password or using another user's password. II. Allowing unauthorized individuals to access the application. III. Creating unauthorized copies of any information within the application.

**Section 21 - Copies of Documents** We reserve the right to delete any content at any time for any reason. Users are responsible for saving copies of their content on their personal devices.

**Section 22 - Contact Information** Questions or concerns about these Terms should be directed to us at [info@dealcentre.ca](mailto:info@dealcentre.ca).