



Terms and Conditions of Use of propertyline™ Information

These Terms and Conditions of Use (the “Terms and Conditions”) govern your access to the Municipal Property Assessment Corporation (“MPAC”) propertyline™ website (the “Site”) and access to the data and reports (collectively, “Products”) made available to you on the Site. By clicking on the “I accept” button and accessing the Site and the Products, you agree to be bound by these Terms and Conditions. In these Terms and Conditions, “Customer” and “you” means the user of the Site.

Licence

1. On payment of the fee prescribed by MPAC, plus applicable taxes, MPAC grants you a non-exclusive and non-transferable right to receive, electronically, on the Site, Products, provided that you comply with these Terms and Conditions.
2. Except for appraisal reports permitted by Section 6(a) of these Terms and Conditions, each Product ordered by you is valid for a period of 180 days, after which such Product must be destroyed or reordered. Notwithstanding this Section 2, Product may be retained for the retention period required by applicable law, regulatory retention, audit or compliance purposes, provided that such Product is not accessed in the ordinary course of business.

Login Username and Passwords

3. Where any login username and password is assigned to you, such login and password can only be used, and access to the Site will be only by, you and no other person. You are responsible for (a) maintaining the confidentiality of your username and password; and (b) all activities that occur under your username and password. MPAC may disable your username and password immediately with notice to you at any time.
4. You will (a) immediately notify MPAC of any unauthorized use of your login username or password or any other breach of security; and (b) ensure that you exit from your account at the end of each session. MPAC and its Suppliers will not be liable for any loss or damage arising from your failure to comply with Sections 3 and 4.

Restrictions on Use of Products

5. You will use Products only for your internal business purposes, unless otherwise agreed to in writing with MPAC. Notwithstanding this Section 5, Multi Property Search Products may only be used by real estate appraisers for the purposes permitted by Section 6(a) of these Terms and Conditions.



6. Notwithstanding Section 5:

- a. if you are a real estate appraiser, you may use Products ordered by you one time for a period of 30 days to create reports and deliver such reports to end users for use in a single appraisal file for real estate fee appraisals and related fee appraisal activities (including the creation of fee appraisal reports), provided that:
 - i. such Products must be destroyed or reordered after 30 days; and
 - ii. end users (including appraisal management companies) agree to be bound by terms and conditions of use that are substantially similar to these Terms and Conditions, including that end users not incorporate Products, or any part thereof, into any product or service, or otherwise distribute Products to any third party, that end users shall not use Products to update, maintain, modify or verify any data in any product or service which will be distributed to any third party or otherwise compete with MPAC's delivery of Products or other MPAC commercial products including AVMs, and that end users shall only use Products for their own internal business purposes;
- b. if you are an appraisal management company, lawyer, mortgage broker or other party, you may sublicense reports received from a real estate appraiser pursuant to Section 6(a) to an end user for use in real estate fee appraisals and related fee appraisal activities (including the creation of fee appraisal reports), provided that such end user agrees to be bound by terms and conditions of use with requirements similar to those in Section 6(a), and that you do not use such reports for any other purposes including incorporating such reports, or any part thereof, into any other product or service, using such reports to update, maintain, modify or verify any other data and otherwise distributing such reports to any third party; and
- c. if you are a real estate agent, real estate broker or REALTOR, you may provide the information contained in the Products directly to your clients (sellers, purchasers, lessors and lessees of residential real estate), and you may include on a Multiple Listing Service ("MLS") or other real estate listing (including a private listing) **only** the Assessment Roll Number, and the defined square footage **ranges** and defined year built **ranges** described in Appendix A to these Terms and Conditions; you may not, and will not permit others, to include the exact square footage or year built of a subject property provided in the Product on a MLS or other real estate listing (including a private listing).
- d. If you are a real estate appraiser or appraisal management company, MPAC may, at its sole discretion, request that you provide MPAC with any end user agreements required pursuant to this Section 6 and you shall comply with such request within five (5) business days.

7. If you are an employee, agent, representative or subcontractor of a department or ministry of federal Government of Canada, or a Canadian province, internal business purposes in Section 5 means that you can only use and share Products and information contained



therein within your particular federal or provincial department or ministry, as applicable.

8. Except as specifically permitted in these Terms and Conditions, you will not transfer, sell, lend, trade, pledge, sub-license, assign, lease, disseminate, disclose or otherwise dispose of Products or any copy or printout of Products, or any part thereof, in any form, to any other person or entity, including affiliates or subsidiaries.
9. You will not, in any way, modify, disassemble, reverse engineer, adapt or otherwise tamper with Products, nor will you “screen scrape” Products or, except as specifically permitted in these Terms and Conditions, incorporate Products into anything to be used by another person or entity.
10. You will not, either directly or indirectly, engage in data mining or use Products to build a database of MPAC information for re-use or re-sale, whether or not such database is intended to or does, in fact, compete with MPAC’s delivery of Products or other MPAC commercial products including AVMs.
11. Except as specifically permitted in these Terms and Conditions, you will not transfer, license, sublicense, sell, assign or otherwise transfer your respective rights in and to any data and reports created by you through the use, reproduction, adaptation, translation and conversion of any Products (“**Derivative Products**”), (including custom reports normally created for customers as part of your professional services to customers), except as expressly permitted in these Terms and Conditions.
12. Except as specifically permitted in these Terms and Conditions, you will not post Products or Derivative Products on any publicly accessible network including the internet or as part of any open data initiative, or any network which does not have secure access by authorized users only.
13. You will not remove, alter or otherwise change markings on Products relating to use or distribution of Products or to intellectual property and proprietary rights of MPAC and its suppliers, including the Province of Ontario (“Suppliers”). Nova Scotia Products contain information licensed under the Open Government Licence – Nova Scotia.
14. You will ensure that Product is secure from unauthorized access at all times.

Confidential Information

15. You acknowledge and agree that: (a) Products contain confidential technical and commercial information; (b) copyright, trade secret rights and other intellectual property and proprietary rights reside in Products; (c) MPAC and its Suppliers hold copyright and other intellectual and proprietary rights in Products and all right, title and interest in and to the Products will at all times be vested in and remain the property of MPAC and its Suppliers, and you will at all times treat the Products as intellectual property and proprietary materials of MPAC and its Suppliers; (d) no change made to Products,



however extensive, shall affect or negate the right, title and interest of MPAC and its Suppliers in and to the Products; (e) no ownership rights in and to the Products are transferred to you; and (f) MPAC reserves any and all copyright, trade secret, intellectual property and proprietary rights not expressly granted in these Terms and Conditions. You agree not to challenge MPAC and its Supplier's intellectual property and proprietary rights in the Products.

16. You acknowledge that: (a) unauthorized disclosure of Products could reasonably be expected to significantly irreparably damage and injure MPAC and its Suppliers, injure and prejudice the competitive position of MPAC and its Suppliers and, absent any final decision or order of any competent court or tribunal, you will not disclose Products to any other person without MPAC's prior written consent; and (b) you will give, where possible, at least three business days' notice to MPAC of the possibility of any such order or decision and will cooperate with MPAC and its Suppliers in respect thereto. You consent to an interim or final injunction restraining you from breaching and requiring compliance with these terms without a requirement that a finding of irreparable harm is requirement for awarding injunctive relief.

Disclaimer

17. You acknowledge that: (a) MPAC provides Products on an "as is" and "where available" basis and MPAC and its Suppliers make no guarantee, warranty, representation or condition of accuracy, completeness, usefulness for your purpose or intent to provide updates, fixes, maintenance or support; (b) MPAC and its Suppliers expressly disclaim all warranties, representations or conditions, express or implied, including warranties of merchantability and fitness for use, non-infringement of third party rights (including intellectual property rights) or those arising by law or by usage of trade or course of dealing; and (c) all risk as to the results and performance of Products is assumed by you.
18. MPAC and its Suppliers make no representation, warranty or condition that: (a) the Site is compatible with your equipment or software, (b) the Site will be secure, continuously available or will function without interruption, (c) the Site will be error-free or that errors will be corrected, (d) the Site will be free of viruses or other destructive or disruptive components, or (e) use of the Site will not infringe the rights (including intellectual property or proprietary rights) of any third party.

Liability

19. To the maximum extent permitted by applicable law, MPAC and its Suppliers will not be liable to you or any other person for any loss of revenue, profit or savings, lost or damaged data or other commercial or economic loss or for any indirect, incidental, special or consequential damages whatsoever, even if MPAC or its Suppliers have been advised of the possibility of such damages or for claims of any nature by a third party. Such limitation of liability will apply whether or not liability results from a breach of a fundamental term or condition, or a fundamental breach of these Terms and Conditions,



arising from use of the Products, the Site or otherwise (and whether arising in contract, tort or under any other theory of law or equity) under, arising from, connected with or related to, these Terms and Conditions.

20. To the maximum extent permitted by applicable law, you will indemnify and hold harmless MPAC and its Suppliers and their respective officers, directors, employees and representatives from and against any and all claims, actions, damages or losses which may be alleged against MPAC and its Suppliers in respect of any breach of these Terms and Conditions and use of Products by you, anyone for whom you are responsible and any third party access to or operation of the Site authorized by you or using your password, including end users of reports for use in real estate fee appraisals and related fee appraisal activities. You will pay resulting costs, damages, reasonable legal fees, penalties and expenses finally awarded. MPAC reserves the right, in its sole discretion, to assume the exclusive defence and control of any action, claim or matter otherwise subject to indemnification by you. You will cooperate as fully as reasonably required in the defence of any claim.
21. Sections 19 and 20 will survive the termination or expiration of these Terms and Conditions.

Privacy

22. You will comply with: (a) all applicable laws, including those relating to privacy and access to information, and (b) privacy guidelines set forth from time to time by MPAC and its Suppliers pertaining to the collection, use, storage and disclosure of personal information in conjunction with or relating to Products.

General

23. You acknowledge that MPAC may, from time to time and without notice to you, amend these Terms and Conditions, and you agree to be bound by those Terms and Conditions prevailing at the time you obtain Products from MPAC. MPAC will post the prevailing propertyline™ Terms and Conditions on its website and it is your sole responsibility to inform yourself of such prevailing Terms and Conditions by accessing the appropriate tab on the Site.
24. You will maintain accurate records for at least two years subsequent to access to Products to substantiate compliance with these Terms and Conditions, and upon reasonable notice, permit access to your premises and equipment for the purpose of electronic or manual audits conducted by MPAC or its representatives to verify such compliance.
25. MPAC reserves the right to further restrict your use of Products or the supply of Products to you, or to terminate these Terms and Conditions immediately where, in MPAC's sole discretion, you are in breach of these Terms and Conditions, if MPAC believes that Products are being used for deceptive, misleading, illegal or unethical purposes, any of



MUNICIPAL PROPERTY ASSESSMENT CORPORATION

MPAC's suppliers of data that is incorporated into, or used to derive, Products, in whole or in part, ceases to supply or suspends the supply of, such data to MPAC, or otherwise prevents MPAC from supplying Products, in whole or in part, to Customer, or MPAC is prevented by applicable laws from complying with this Agreement, in whole or in part.

26. Upon termination of these Terms and Conditions, you will cease using Products, destroy all Products and will certify to MPAC that Products have been purged from all of your computer systems, and that all hardcopy materials produced by you from Products have been destroyed.
27. You will destroy Products (including, if applicable, by purging your computer systems) when Products are no longer required for the purposes set out in these Terms and Conditions, and to provide written confirmation of such destruction upon MPAC's request.
28. These Terms and Conditions are not assignable, either in whole or in part, by you, without the prior written consent of MPAC.
29. These Terms and Conditions shall be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws applicable therein, and you agree to attorn to the jurisdiction of the courts of Ontario for the resolution of any dispute hereunder.
30. It is hereby agreed that all data provided, purchased and/or licensed under these Terms and Conditions is to be used exclusively within the province of Ontario. MPAC will not be held accountable for any other Provincial and/or Federal sales tax obligations if any part of Product is used in another jurisdiction.



Appendix A – Acceptable Square Footage and Year Built Ranges for Listing Services

Acceptable Square Footage Ranges (Residential)

Approximate Square Footage: 0-700
Approximate Square Footage: 700-1100
Approximate Square Footage: 1100-1500
Approximate Square Footage: 1500-2000
Approximate Square Footage: 2000-2500
Approximate Square Footage: 2500-3000
Approximate Square Footage: 3000-3500
Approximate Square Footage: 3500-5000
Approximate Square Footage: 5000+

Acceptable Square Footage Ranges (Residential Condominiums)

Approximate Square Footage: 0-499
Approximate Square Footage: 500-599
Approximate Square Footage: 600-699
Approximate Square Footage: 700-799
Approximate Square Footage: 800-899
Approximate Square Footage: 900-999
Approximate Square Footage: 1000-1199
Approximate Square Footage: 1200-1399
Approximate Square Footage: 1400-1599
Approximate Square Footage: 1600-1799
Approximate Square Footage: 1800-1999
Approximate Square Footage: 2000-2249
Approximate Square Footage: 2250-2499
Approximate Square Footage: 2500-2749
Approximate Square Footage: 2750-2999
Approximate Square Footage: 3000-3249
Approximate Square Footage: 3250-3499
Approximate Square Footage: 3500-3749
Approximate Square Footage: 3750-3999
Approximate Square Footage: 4000-4249
Approximate Square Footage: 4250-4499
Approximate Square Footage: 4500-4749
Approximate Square Footage: 4750-4999
Approximate Square Footage: 5000+

Acceptable Year Built Ranges

Year Built: New
Year Built: 0-5 years old
Year Built: 6-15 years old
Year Built: 16-30 years old
Year Built: 31-50 years old
Year Built: 51-99 years old
Year Built: 100+ years old