

## **Service Agreement**

By accessing any of the websites or mobile applications (collectively, hereinafter "website" or "websites") operated by mehome.com, you, the user, agree to be bound by all of the terms of use and agree these terms constitute a binding contract between the user and mehome.com.

These Terms of Use apply to all users, except to the extent that mehome.com has developed specific policies for real estate licensees, who will enter into an agreement when sign up with mehome.com.

## **Copyright**

This website/database is a copyright-protected work which is owned by mehome.com. Part of the contents of this website/database, including all real estate listings and related information, images and photographs (collectively, "Listing Content"), are also protected by copyright, which is owned by the Canadian Real Estate Association (the "CREA") members who supplied the content and/or by third parties, and is reproduced in this website/database under license. The contents of this website/database, including the Listing Content, are intended for the private, non-commercial use by individuals. Any commercial use of the website/database, including the Listing Content, in whole or in part, directly or indirectly, is specifically forbidden except with the prior written authority of the owner of the copyright.

Users may, subject to these Terms of Use, print or otherwise save individual pages for private use. However, the contents of this website/database, including the Listing Content, may not be modified or altered in any respect, merged with other data or published in any form, in whole or in part. The prohibited uses include "screen scraping," "database scraping" and any other activity intended to collect, store, reorganize or manipulate data on the pages produced by, or displayed on the mehome.com websites.

## **Messages Sent via Website**

This website also allows users to send messages to other persons, including other users and real estate licensees. The user agrees not to use this website to harass or abuse, send spam or other unwanted communications, or send unlawful, libelous,

obscene, discriminatory or otherwise objectionable messages including messages that:

- (a) infringe, misappropriate or violate any intellectual property or other rights of any third-party;
- (b) are defamatory, harmful to minors, obscene or child pornographic;
- (c) contain any viruses or programming routines intended to damage the services or any software, hardware or other technology used to provide the services or surreptitiously intercept or expropriate any data or information;
- (d) are false, misleading or inaccurate;
- (e) contain Sensitive Data. For the purposes of these terms for use, "Sensitive Data" means (i) a social security number, passport number, driver's license number, or similar identifier (or any portion thereof); (ii) a credit or debit card number; (iii) employment, financial or health information; (iv) any person's ethnic or religious affiliation or sexual orientation; (v) account passwords; (vi) any person's date of birth; (vii) any person's criminal history; or (viii) the user's mother's maiden name.

Mehome.com is under no obligation to review the content of messages sent through the website but may do so at any time in order to comply with any law, government request, or in the interest of operating the website. Mehome.com may remove any message and/or terminate, limit or suspend any user's access to the website for any reason.

The user agrees that mehome.com shall have no liability for any damages arising out of the content of any messages sent through this website. Anyone who sends a message agrees to indemnify and hold mehome.com harmless from any and all liability, damages or expenses, whatsoever due, arising from, directly or indirectly, any cause of action arising out of that message.

## **Links to Website**

Users may link to the website. However, mehome.com reserves the right to refuse a link at any time at the sole discretion of mehome.com. The user agrees to remove any link to the website at the request of mehome.com.

## **Links to Third Party Sites**

This website may contain hyperlinks to websites operated by parties other than mehome.com. Such hyperlinks are provided for the user's reference only. Mehome.com does not control such websites and is not responsible for their contents or the privacy or other practices of such websites.

## **Frames**

Users and third parties may not under any circumstance use technology to display the content of the websites of mehome.com in a frame or in any other manner that is different from how it would appear if a user typed the URL into the browser line.

## **Re-targeting**

This website allows social media websites, which are third-party companies, such as Wechat, Facebook and Twitter to serve ads and/or collect certain anonymous information when visitors use our website. These social media websites may use cookies or web beacons to collect non-personally identifiable information (e.g., click stream information, browser type, time and date) during your visit to this website in order to help show advertisements on other websites likely to be more interesting to you. To learn more about this behavioral advertising practice or to opt-out of this type of advertising, you can refer to the social media websites' policies, such as <https://www.facebook.com/help/247395082112892>.

## **Privacy**

The user acknowledges that their personal information will be used by the website in accordance with the website [privacy policy](#).

## **Liability and Warranty Disclaimer**

Mehome.com makes no representations about the suitability of the data or graphics published on this website. The listing information is deemed reliable, but not guaranteed. Everything on this website is provided "As Is" without warranty of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. Mehome.com may remove or change any content on this website for any reason. Neither mehome.com nor any of its

suppliers shall be liable for any direct, incidental, consequential, indirect or punitive damages arising out of the user's access to or use of this website.

## **No Waiver**

Mehome.com's failure or delay to enforce any of the terms and conditions under the Service Agreement shall not operate as a waiver of any of mehome.com's rights or privileges under the Service Agreement.

## **Termination of Access**

Mehome.com reserves the right, in its sole discretion, to terminate, limit or suspend any user's access to this website without notice or liability, for any reason whatsoever, including the user's breach of any provision of the Service Agreement.

## **Updates, Upgrades and Revisions**

Where the user downloads and installs mehome.com mobile websites/applications the user agrees to future updates and upgrades of such mobile websites/applications. User can decline automatic updates and upgrades to mobile websites/applications by changing user settings, for example, in the operating system or app platform, where such settings are available.

Mehome.com may at any time revise the Service Agreement by updating this posting. All users of this website are bound by these conditions and should therefore periodically visit this page to review any changes to these requirements. The user's continued use of this website following the posting of any changes constitutes acceptance by the user of such modifications.

## **Language**

If the Service Agreement is translated into a language other than English and there are conflicts between the translations, the English version shall prevail and control.

## **No Assignment**

You are not permitted to assign or otherwise transfer partially or totally your rights and obligations under the Service Agreement.

## **Interpretation**

The Service Agreement shall be interpreted without regard to which party drafted the Service Agreement.

## **Severability**

If any of the provisions of these Service Agreement are held invalid or unenforceable, such a finding will not affect the validity of any other provisions of the Service Agreement, unless the invalidity or unenforceability would invalidate the remainder of the Service Agreement.

## **Entire Agreement**

The Service Agreement contains and constitutes the entire understanding and agreement between you and mehome.com and supersedes all previous negotiations, agreements, commitments and writings. You acknowledge that you have not relied upon or been induced to enter into these Service Agreement by a representation or warranty other than those expressly set out in the Service Agreement.

## **Governing Law**

These Service Agreement shall be governed by the laws of British Columbia, Canada. The courts in Victoria, British Columbia, will have exclusive jurisdiction to hear and decide any disputes relating to these Service Agreement.