

## TERMS OF USE

### **GWL Realty Advisors Residential Inc.**

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Use of the Sites and any related service described herein is governed by the following terms and conditions (hereinafter the "Terms of Use"). You agree to the Terms of Use, in their entirety, when you access or use the Sites, or any of the Sites' products, services or interactive features, including but not limited to submitting applications to lease rental properties, executing leases, requesting resident services and maintenance requests or receiving notices (collectively, the "Services"). These Terms of Use are subject to change without notice to you, so we recommend that you review them regularly. **TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, BY USING THE SITES AFTER THE EFFECTIVE DATE OF ANY MODIFICATION TO THESE TERMS, YOU EXPRESSLY CONSENT, WITHOUT QUALIFICATION, TO THE MODIFIED TERMS.** If you do not agree with these Terms of Use, do not use the Sites.

### **Limited License and Use**

GWLRAR grants you a limited licence to view and display the contents of the Sites on your computer or other electronic device and to use to access it, and to print, download and use the materials on the Sites solely for your own personal use for informational purposes or to transact with GWLRAR and/or owners of GWLRAR Managed Properties, provided that the contents of the Sites are not modified in any way and that all copyright and other notices are maintained. You agree not to, or allow others to, directly or indirectly, attempt or actually disrupt, impair or interfere with, alter or modify the Sites or any of their content.

GWLRAR provides you with certain information and functionality through the Sites. You are solely responsible for providing all equipment necessary to establish a connection to the Internet, access to the Internet, and any telephone, wireless or other connection and service fees associated with such access.

To the fullest extent permitted by law, GWLRAR has the right, but not the obligation, to take any of the following actions without providing any prior notice to you: (a) change or terminate all or any part of the Sites or the Services; (b) restrict or terminate your access to all or any part of the Sites or the Services; or (c) refuse, move, or remove any content that is available on the Sites and any material that you submit to the Sites.

Subject to your compliance with these Terms of Use, GWLRAR hereby grants you permission to access and use the Sites and the Services, provided that you shall not (and shall not allow any third party to): (a) engage in commercial use of the Sites or any content on the Sites; (b) access or use any portion of the Sites if you are a direct or indirect competitor of GWLRAR, including without limitation companies involved in data research, internet listing services, dissemination of information, or property management software; (c) provide, disclose, or transmit any content from the Sites to any direct or indirect competitor of GWLRAR ; (d) use or distribute any information from the Sites, including information that you or anyone else has verified, to directly or indirectly create or contribute to the development of any database or product; (e) reproduce, copy, display, store, perform, re-post, publish, transmit, distribute, sell, offer for sale, license, modify, create derivative works, translate or otherwise use any portion of the content offered on the Sites for other than your own personal, non-commercial use, store, copy or export any portion of the Sites into any database or other software; (f) remove any copyright, trademark or other proprietary rights notices contained in or on the Sites or the Services or in or on any content or other material obtained via the Sites or the Services; (g) use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape or index any portion of the Sites or the Services, including, but not limited to, for purposes of constructing or populating a searchable database of software that includes property information; (h) collect or harvest any information about other users or members (including usernames and/or email addresses) for any purpose; (i) reformat or

frame any portion of the web pages that are part of the Sites or the Services; (j) create user accounts by automated means or under false, misleading or fraudulent pretenses; (k) create or transmit unwanted electronic communications such as “spam” to other users or members of the Sites or the Services or otherwise interfere with other users’ or members’ enjoyment of the Sites or the Services; (l) transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature; (m) use the Sites or the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material, including any material that may be deemed threatening or obscene; (n) copy or modify the HTML code used to generate web pages on the Sites; (o) use any device, software or procedure that interferes with the proper working of the Sites or the Services, or otherwise attempt to interfere with the proper working of the Sites or the Services; (p) take any action that imposes, or may impose in GWLRAR’s sole discretion, an unreasonable or disproportionately large load on our IT infrastructure; (q) modify, adapt, translate, or reverse engineer any portion of the Sites or the Services; or (r) use the Sites or the Services, intentionally or unintentionally, to violate any applicable international, national, federal, state, provincial, or local law or regulation, including, but not limited to, Fair Housing laws and regulations.

The Sites are not intended to provide you with any personalized financial, investment, real estate, legal, accounting, tax, medical or other professional advice. You will not rely on the Sites as a substitute for independent research or for personal advice from an appropriate professional advisor.

Except as otherwise expressly stated therein, nothing on the Sites constitutes an offer to buy, sell or lease products or services of GWLRAR, or any third party. All products and services are subject to the terms and conditions of any applicable applications, leases or agreements, and applicable laws. Products and services of GWLRAR and those of third parties described on the Sites are available only in jurisdictions where they may be lawfully offered for sale or lease in Canada.

Except where applicable law of the province in which you reside requires otherwise, the use and content of the Sites, including the Terms of Use, shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein and you agree to attorn to the jurisdiction of the courts of the Province of Ontario.

If you are accessing the Sites on behalf of another party, you confirm you are authorized to do so, and agree you shall be liable and will indemnify and hold harmless GWLRAR, the owners of GWLRAR Managed Properties, and each of their respective directors, officers, employees and agents, in the event the party you are acting on behalf of claims you did not have such authority or the information you submitted was inaccurate.

No endorsement or approval of any third party or their statements, opinions, information, products, or services is expressed or implied by the contents of the Sites. To the extent any third-party opinions or information are included on the Sites, they are provided for convenience only and GWLRAR, and owners of GWLRAR Managed Properties, assume no liability and do not approve or endorse such third-party content.

GWLRAR may utilize third-party service providers to provide certain tools and/or programs, some of which may be housed on a third-party server or on a website which has been independently developed by others. As such, while accessing the Sites you may be linked to such other third-party servers. Access to other websites or use of any third-party tools or programs on the Sites are subject to all terms and conditions found therein.

### **Services**

An Account will enable you to utilize the Sites’ many Services and other features including, but not limited to, the submission of applications for the lease of rental premises, submission of maintenance requests, and receiving notices (the “Service Content”). To the extent permissible by applicable law, you understand and agree that GWLRAR and any owner of a GWLRAR Managed Property is not responsible or liable in any manner whatsoever for your inability to use the Services or any matter relating to the Service Content.

### **User Information**

Except where expressly provided otherwise by the Sites or any applicable agreement, and subject to the GWLRAR’s Privacy Policy, all content, information, registration data and/or materials that you submit through or in association with the Sites shall be considered non-confidential. For a copy of the GWLRAR’s Privacy Policy, please Click [Here](#). By submitting such comments, content, information, registration data and/or

materials to us, you: (a) represent and warrant that GWLRAR 's use of your submission does not and will not breach any agreement, violate any law or infringe upon any third party's rights; (b) agree that GWLRAR is free to use in any manner all or part of the content of any such communications on an unrestricted basis, and subject only to GWLRAR's Privacy Policy, without the obligation to notify, identify or compensate you or anyone else; and (c) grant all necessary rights, including copyright and trade-mark rights, to use all content, information, registration data and/or materials, in whole or in part, or as a derivative work, without any duty by GWLRAR to anyone whatsoever and waive all moral rights you may have therein in favour of GWLRAR and its successors and assigns.

### **Legal Warning**

If you bypass or disable any portion of the Sites, the Services or associated software including, without limitation, the operation of GWLRAR 's systems, or you attempt to circumvent or tamper with GWLRAR 's billing methods in any way, you are in violation of the Terms of Use and GWLRAR may suspend or terminate your use of the Sites and/or Services without notice. Termination will not excuse you from any other liabilities that may result from your actions.

### **Additional Requirements**

Certain aspects of the Services may be subject to additional requirements, guidelines, other technical and non-technical specifications, or other rules or policies of GWLRAR and its suppliers in addition to those set forth in these Terms of Use (the "Additional Requirements"). All such Additional Requirements will be posted in appropriate locations on the Sites and by this reference are incorporated into these Terms of Use. In the event of a conflict between the Additional Requirements and these Terms of Use, these Terms of Use shall take precedence. In some cases, GWLRAR 's suppliers may impose their own additional requirements ("Third Party Requirements") on users in connection with rent-related transactions and activities facilitated through the Sites. Any such Third Party Requirements are imposed solely by the Third Party; are the sole and exclusive responsibility of the Third Party imposing them; are wholly unrelated to any GWLRAR Requirements; and GWLRAR shall have no responsibility of any kind for such Third Party Requirements imposed by Third Parties.

### **Google Maps**

The Sites utilize Google Maps and related content licensed to GWLRAR by Google and its licensors. By using the Google Maps features available on the Sites, you are agreeing to be bound by the applicable policies, terms and conditions of Google accessible at [www.google.com](http://www.google.com).

### **Rent Café Powered by Yardi**

The Rent Café products and services made available through the Sites are powered by Yardi. By using Rent Café products and services you are agreeing to be bound by the Rent Café Terms of Service and Privacy Policy accessible at [www.rentcafe.com](http://www.rentcafe.com).

### **Modifications**

To the fullest extent permitted by law, GWLRAR may modify or update these Terms of Use from time to time, in its sole discretion, and reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, the Sites or any part thereof, or any or all of the Services, or any of the Sites' features, with or without notice and without liability to you. You agree that GWLRAR has no responsibility or liability for the failure of the Sites and the deletion of other content maintained or transmitted by the Sites. You further agree that GWLRAR shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Sites. Modifications to these Terms of Use, including but not limited to any Additional Requirements, will be posted on the relevant area of the Sites and will be effective immediately upon posting. You can review the most current version of the Terms of Use at any time by clicking on the "Terms of Use" link located on webpages throughout the Sites. You agree to review the Terms of Use from time to time to ensure you are updated as to any modifications. By continuing to use the Sites or the Services following any such modification, you accept and agree to be bound by such modifications. IF ANY MODIFICATION IS NOT ACCEPTABLE TO YOU, YOUR SOLE AND EXCLUSIVE REMEDY AND RECOURSE IS TO DISCONTINUE USE OF THE SITES AND THE SERVICES.

### **Account Registration and Use**

In order to use certain features of the Sites or the Services, you may have to register and create a password-protected account ("Your Account") and/or submit, lease agreements, rental terms, postings, messages, text,

voice commands, images, photos, files, video, and other information, materials or documents (collectively, "Information and Material").

You agree to: (a) provide true, accurate, current, and complete information as prompted by any registration form; and (b) maintain and update such information to keep it true, accurate, current, and complete at all times. GWLRAR reserves the right to refuse any and all current or future use of the Sites, the Services, or any portion(s) thereof, without notice if you are found to have misrepresented your age, identity, or any other information submitted in connection with Your Account or if GWLRAR has reasonable grounds to suspect that information you have provided is untrue, inaccurate, incomplete or not current. You are responsible for maintaining the confidentiality of your password, your email address and Your Account, and are fully responsible for all activities that occur under your password and Your Account. You agree to: (i) immediately notify GWLRAR of any unauthorized use of your password or account, or any other breach of security, (ii) immediately change your password if you become aware that Your Account has been compromised, (iii) ensure that you fully exit from Your Account at the end of each session. You agree and acknowledge that you will not allow others to utilize Your Account and that you will not disclose your password to anyone. You will be solely responsible for safeguarding your password and also for any actions under your password and Your Account, whether authorized by you or not. If you lose control of your password, you may lose substantial control of your personal information and could potentially be subject to legally binding actions taken on your behalf. You further agree not to use anyone else's password on the Sites or attempt to gain access to the account of any other user. GWLRAR CANNOT AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

Upon any termination and/or cancellation of Your Account, your license to use the related Services, shall immediately terminate.

#### **Privacy Policy and Your Information and Material**

By submitting Information and Materials and in order for GWLRAR to provide you with the Services, you hereby consent to GWLRAR's collection, use and sharing of your Information and Materials as described in the Sites and as described in the GWLRAR Privacy Policy, which is incorporated into these Terms of Use by this reference. The Privacy Policy can be accessed by clicking on the "Privacy Policy" link located on webpages throughout the Sites. In the event of a conflict between the Privacy Policy and these Terms of Use, the Privacy Policy shall take precedence. In addition, you hereby represent and warrant that your Information and Materials: (a) do not and will not, directly or indirectly, violate, infringe or breach any duty toward or rights of any person or entity, including without limitation any, copyright, trademark, service mark, trade secret, other intellectual property, publicity or privacy right; (b) are not fraudulent, misleading, hateful, tortious, defamatory, slanderous, libelous, abusive, violent, threatening, profane, vulgar or obscene; (c) do not harass others, promote bigotry, racism, hatred or harm against any individual or group, promote discrimination based on race, sex, gender, religion, nationality or national origin, handicap or the means to palliate a handicap, sexual orientation or age, or otherwise interfere with another party's use of the Sites or the Services; (d) do not promote illegal or harmful activities; and (e) are not illegal, unlawful or contrary to the international, federal, provincial, or local laws or regulations applicable to user Information and Materials where created, displayed or accessed.

#### **Communications**

Although GWLRAR provides a platform through the Sites and the Services through which users may communicate with various other users, suppliers, advertisers, or other persons or entities (collectively, a "third-party"), GWLRAR is not involved in those third-party communications and is not responsible or liable under any circumstances for the content of any third-party communications, or for any absence of communications by a third-party. The contents of such third-party communications are determined solely by the third-party responsible for the communications, and not GWLRAR. GWLRAR is only responsible for the content of information issued directly by GWLRAR. You acknowledge and agree that you will address any issues or concerns about third-party communications with the responsible third-party by contacting said third-party directly and not GWLRAR. GWLRAR shall not become involved in any matters pertaining to third-party communications except where the issue is solely attributable to a malfunction or error occurring on the Sites or in connection with the Services.

### **Renter Screening**

As part of the Services, users may be permitted to submit information through the Sites for the purpose of conducting a user background check or screening (a “Screening”). Information that you submit through the Sites for the purpose of such Screening shall be treated in accordance with the terms of such Sites, any Additional Requirements, and GWLRAR’s Privacy Policy. Your submission of the information requested for a Screening shall constitute your consent to the Screening process. Screenings also may be governed by other Additional Requirements as may be disclosed to you in connection with the Screening. You acknowledge that you will address any issues or concerns with any Screenings, including the results of any Screenings, by contacting GWLRAR or as otherwise permitted under the Additional Requirements applicable to the Screening or as otherwise required by law.

### **Payments**

Except as expressly provided below, any payments you submit through the Sites including rental deposits, rental payments, or any other services or transactions, are for services provided by GWLRAR or any owner of a GWLRAR Managed Property. Users may take advantage of certain Services that have a fee or charge associated with them. These fees or charges may be imposed by GWLRAR or third-parties. You will be informed of all fees and charges in advance. You acknowledge that the amounts of any fees and charges are subject to change. Services-specific terms may set out further terms applying to such payments (including in relation to refunds (if any), billing arrangements and any consequences of failing to make timely payments). You must comply with all such terms in relation to such payments by you. Upon paying for any Services, by providing credit or debit card during registration or as updated at a later date, or by providing any other banking information online or via pre-authorized debit, as the case may be, you will be charged the applicable amount depending on the then-current fee structure. All fees are payable in Canadian currency. Subject to the conditions set forth herein, you agree to be bound by the billing provisions of GWLRAR and any owner of a GWLRAR Managed Property in effect at any given time. Upon reasonable prior written notice to you (with e-mail sufficing), GWLRAR and any owner of a GWLRAR Managed Property, reserves the right to change its billing provisions whenever necessary, in its sole discretion. Continued use of the Services after receipt of such notice shall constitute consent to any and all such changes; provided, however, that any amendment or modification to the billing provisions shall not apply to any charges incurred prior to the applicable amendment or modification.

### **Termination**

To the fullest extent permitted by law, you agree that GWLRAR, in our sole discretion and with or without notice, may terminate your use of the Sites or any part thereof, or any or all of the Services, for any reason, including without limitation, for lack of use by you or if GWLRAR believes that you have violated or acted inconsistently with the letter or spirit of the Terms of Use. GWLRAR may also in its sole discretion and at any time discontinue providing the Sites, or any part thereof, or any or all of the Services with or without notice. To the fullest extent permitted by law, you agree that any termination of your access to the Sites under any provision of the Terms of Use may be effected without prior notice, and acknowledge and agree that GWLRAR may immediately bar any further access to the Sites. Further, you agree that GWLRAR shall not be liable to you or any third party for any termination of your access to the Sites or the Services.

### **Availability**

The Sites, in whole or in part, may periodically be unavailable to you in order to allow for maintenance or updates, or due to other causes, including causes beyond the control of GWLRAR. Further, any or all of the Services on the Sites may change at any time, with or without notice to you.

### **Copyright**

The Sites have been developed by or at the direction of GWLRAR and is the property of GWLRAR. All information and materials contained on the Sites are protected by copyright, trademark and/or other intellectual property rights in Canada or elsewhere and are the property of their respective owner(s). Subject to the limited licence to use this as described above, no person may copy, redistribute, reproduce or republish in any form, or link to the Sites or its Content in any manner whatsoever, including by way of hyperlinks or framing, unless that person has obtained the prior written consent of GWLRAR. Any infringement of the rights of GWLRAR may result in appropriate legal action.

## **Trademarks**

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The Sites may contain third-party trademarks, graphics, or logos. All such trademarks, graphics or logos are the property of their respective owners of the trademark, graphics or logo. The inclusion of any third-party trademarks, graphics, or logos is intended to be representative only and does not imply any endorsement by the owners of such trademarks.

## **General Disclaimer**

Nothing on the Sites forms a contract, or a part of any contract, other than as it relates to the use of the Sites or as may be expressly provided. In the event of a conflict between the information contained on the Sites and the terms contained in any product or service offered by GWLRAR or a third party, the terms contained in any document detailing such product or service will prevail.

The Sites and/or the Services may contain Content provided directly by other third parties that is not maintained or controlled in any way by GWLRAR. GWLRAR does not control and is not responsible for any of these third party websites, services, or their content, and as a result such links are not to be construed as an endorsement by GWLRAR or any owner of a GWLRAR Managed Property of the third party website, products, services, advice or opinions or any other content of such websites and such content and/or other information should not necessarily be relied upon. Access or use of websites to which links are provided and of websites that link to the Sites are subject to the terms and conditions of such websites. GWLRAR and any owner of a GWLRAR Managed Property does not represent or warrant that the content made available by and through their websites or their services is accurate, complete or appropriate. You are fully responsible for any use that you make of the content contained on such websites and you are solely responsible for the consequences of any use of or reliance on such content. Links to such websites that are not maintained or controlled by GWLRAR are provided for convenience only. To the extent permissible by applicable law, you understand and agree that GWLRAR will not be responsible for such third party websites, services or content, and GWLRAR shall have no responsibility to monitor, or otherwise police, such websites, services or content. To the extent permissible by applicable law, you agree that GWLRAR and any owner of a GWLRAR Managed Property shall have no obligation and incur no liability to you in connection with any such website, service or content made available by third parties through the Sites or the Services contained herein.

GWLRAR provides you with access to the Sites through the networks of third-party telecommunications providers and through other suppliers and third parties. GWLRAR assumes no responsibility for security of your facilities or networks, nor for unauthorized access to such facilities or networks. In all cases, you are responsible for determining and establishing secure network access configurations. GWLRAR and each of their respective directors, officers, employees and agents, shall not be liable for any inability, failure or mistake related to any security breach or identification of such breach or any loss that results from the transmission of confidential or sensitive information over the Internet.

## **DISCLAIMER OF WARRANTIES**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN REPRESENTATIONS OR WARRANTIES. ACCORDINGLY, SOME OF THE BELOW LIMITATIONS MAY NOT APPLY TO YOU.

YOU EXPRESSLY UNDERSTAND AND AGREE:

YOUR USE OF THE SITES AND THE SERVICES IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SITES AND THE SERVICES AND ALL OTHER MATERIALS, INFORMATION, PRODUCTS, AND SERVICES INCLUDED THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO THE SITES AND INFORMATION AND MATERIAL IN THE SITES, GWLRAR AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS AND MAKE NO REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING

WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING OR COURSE OF PERFORMANCE.

GWLRAR AND ITS SUPPLIERS MAKE NO REPRESENTATION OR WARRANTY: (A) REGARDING THE SECURITY, ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS AND PERFORMANCE OF THE SITES OR THE SERVICES; (B) REGARDING THE SERVICES, ADVICE, INFORMATION OR LINKS OBTAINED THROUGH THE SITES; (C) THAT THE SITES OR THE SERVICES, OR ANY INFORMATION AND MATERIALS THEREIN, WILL MEET YOUR REQUIREMENTS; (D) THAT THE SITES OR THE SERVICES, OR ANY FUNCTIONS CONTAINED IN THE SITES, WILL BE ERROR-FREE, SECURE, TIMELY, OR UNINTERRUPTED; (E) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITES OR INFORMATION AND MATERIALS THEREIN WILL BE ACCURATE, RELIABLE, OR AVAILABLE, (F) THAT ANY ERRORS IN THE SITES OR INFORMATION OR MATERIALS THEREIN WILL BE CORRECTED; OR (G) THAT THE SITES AND ITS CONTENTS AND SERVER THAT MAKES THE SITES AVAILABLE ARE FREE OF ANY VIRUSES OR OTHER HARMFUL COMPONENTS.

ANY MATERIAL, INFORMATION, PRODUCTS OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED THROUGH YOUR USE OF THE SITES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

TO THE FULLEST EXTENT PERMITTED BY LAW, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GWLRAR OR FROM YOUR USE OF THE SITES OR SERVICES, SHALL CREATE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

#### **LIMITATION OF LIABILITY.**

You acknowledge that the limitations set forth in these Terms of Use are an essential basis of the bargain and of the allocation of risks between the parties. If you are dissatisfied with any portion of the Sites, or with any of these Terms, your sole and exclusive remedy is to discontinue use of the Sites and Services.

GWLRAR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, SUCCESSORS, AGENTS, AFFILIATES, SUBSIDIARIES AND RELEVANT THIRD PARTIES INCLUDING ADVERTISERS, DISTRIBUTION PARTNERS, REFERRAL PARTNERS, SERVICE PROVIDERS, LICENSORS, LICENSEES, CONSULTANTS AND CONTRACTORS (COLLECTIVELY THE "GWLRAR PARTIES") WILL NOT BE LIABLE FOR:

(A) TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOSS OF USE, DATA OR PROFITS, COST OF PROCURING SUBSTITUTE PRODUCTS OR BUSINESS INTERRUPTION), WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), CIVIL LIABILITY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, YOUR ACCESS AND USE OF OR INABILITY TO ACCESS OR USE THE SITES AND/ OR ANY SERVICE, ANY MATERIALS AVAILABLE TO YOU FROM OR THROUGH THE SITES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE GWLRAR PARTIES, OR ANY OF THEM, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;

(B) THE CONTENTS OF ANY COMMUNICATION, MESSAGE, OR INFORMATION POSTED BY YOU OR OTHER THIRD PARTIES;

(C) THE CONTENT, SERVICES OR INFORMATION PROVIDED BY ANY WEBSITE PURPORTING TO BE OPERATED BY GWLRAR OR ITS AFFILIATES, BUT NOT ACTUALLY AFFILIATED WITH, CONTROLLED, OWNED, OR OPERATED BY GWLRAR;

(D) THE CONTENT OF ANY WEBSITE NOT CONTROLLED, OWNED, OR OPERATED BY GWLRAR THAT IS ACCESSED FROM OR LINKED TO THE SITES; AND/OR

(E) ANY DAMAGES OR INJURY CAUSED BY, INCLUDING BUT NOT LIMITED TO, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OF TRANSMISSION, COMPUTER VIRUS, OR LINE FAILURE.

If any of these Terms of Use are determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such term or condition and all other terms and conditions shall continue in full force and effect.

**Language**

It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

**More Information**

For more information concerning the Terms of Use of the Sites, to request a copy of GWLRAR 's Privacy Policy, or to request the authorization to reproduce or distribute the content of the Sites or any party thereof, please contact:

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