

## Website Terms of Use

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### AGREEMENT

Barbican Property Management Inc. (Barbican) operates this website to provide online access to information and news about the company, residential apartments and commercial properties, including offices, retail and mixed-use commercial units.

To access and use Barbican's website, you agree to each of the *Terms of Use*. These terms govern your access to, and use of, this website and its content. Further, your use of the website will be deemed to constitute your acceptance of and agreement to be bound by these terms, which exempts from liability or limit their liability. If you do not agree with these terms, you may not use this website.

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Barbican makes no express or implied warranties, representations or endorsements whatsoever with respect to a website or its content. Barbican does not warrant that the functions performed by a website will be uninterrupted, timely, secure or error-free, or that defects in the website will be corrected. Barbican does not warrant the accuracy or completeness of the content, or that any errors in the content will be corrected. Websites and their contents are provided on an 'as is' and 'as available' basis.

## **8. INDEMNIFICATION**

You understand and agree that you are personally responsible for your behaviour on a website. You agree to indemnify, defend and hold harmless Barbican, its affiliated companies, joint ventures, business partners, franchise licensors, employees, agents, and any third-party information providers against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use a website, the website content, or any violation by you of the *Terms of Use*.

## **9. LIMITATION OF LIABILITY**

In no event will Barbican be liable for any damages whatsoever, including, but not limited to any direct, incidental, consequential, special, exemplary or other indirect damages arising out of:

- i. the use of or inability to use a website or the content
- ii. any transaction conducted through or facilitated by a website

- iii. any claim attributable to errors, omissions, or other inaccuracies in a website and/or the content
- iv. unauthorized access to or alteration of your transmissions or data, or
- v. any other matter relating to a website or the content, even if Barbican has been advised of the possibility of such damages.

If you are dissatisfied with a website, the content, or with the *Terms of Use*, your sole and exclusive remedy is to discontinue using the website.

#### **10. USER CONDUCT**

You agree to use Barbican websites only for lawful purposes. You agree not to take any action that might compromise the security of a website, render a website inaccessible to others or otherwise cause damage to a website or the content. You agree not to add to, subtract from, or otherwise modify the content, or to attempt to access any content that is not intended for you. You agree not to use a website in any manner that might interfere with the rights of third parties.

#### **11. USER SUPPLIED INFORMATION**

Barbican does not wish to receive confidential or proprietary information from you via a website. You agree that any material, information, or data you transmit to us or post to a website will be considered non-confidential and non-proprietary. For all submissions, you guarantee to us that you have the legal right to post the submission and that it will not violate any law or the rights of any person or entity, and give Barbican the royalty-free, irrevocable, perpetual, worldwide right to use, distribute, display and create derivative works from the submission, in any and all media, in any manner, in whole or in part, without any restriction or responsibilities to you.

#### **12. PASSWORD SECURITY**

If you register to become a website user, you are responsible for maintaining the confidentiality of and access to your user identification and password information. You agree to accept responsibility for all activities that occur under your user identification and password.

#### **13. CORRECTION OF ERRORS AND INACCURACIES**

The content may contain typographical errors or other errors or inaccuracies and may not be complete or current. Barbican therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the content at any time without prior notice. Barbican does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

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