

TERMS OF USE POLICY

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General

If you breach any of these Terms, your authorization to use this Site automatically terminates and you must immediately destroy any downloaded or printed Content.

Property Vista and other Content Suppliers will aggressively enforce their respective intellectual property and other rights to the fullest extent of the law.

If any provision of these Terms shall be unlawful, void or unenforceable for any reason, then any such provision shall be deemed severable to the extent that it is lawful, void or unenforceable, but shall not affect the validity or enforceability of the remaining provisions.

These Terms are governed by the laws of the Province of Ontario and the laws of Canada applicable therein without reference to the principles of conflicts of laws thereof. Any dispute arising from these Terms shall be resolved exclusively in the Province of Ontario by the courts of the Province of Ontario.

These Terms constitute the entire agreement between you and Property Vista regarding use of the Site.

Property Vista may change these Terms (including its Privacy Policy) at any time (and you will be bound to them as changed) by providing you with notice which may be given by any means including by e-mail and posting on this Site.

Privacy Policy

This privacy policy of Property Vista outlines important information regarding the collection, disclosure, use and retention of information collected via this Site and the business operations of Property Vista.

Non-personal information

Non-personal information is information that cannot identify you personally, such as: (i) browser information (including the version of the browser you are using, the URL of the web page you last visited and the IP address of the computer you are using); and (ii) clickstream data which records choices you have made.

This Site uses cookies to collect non-personal information about our users. A cookie is a small text file sent to your browser's files for our reference. Cookies allow our server computer to recognize you when you return to this Site and retain any preferences you may have provided. If you do not wish to receive cookies, consult your browser's help menu in order to configure your browser so that cookies are disabled.

We may use non-personal information to calculate overall usage statistics and to better understand our visitors, but not to track any individual user.

Collection, Use and Retention of Personal information

Personal information refers to information specifically about a particular user, such as: (i) name; (ii) age; (iii) address; (iv) email address; and (v) telephone number.

Personal information will only be collected by fair and lawful means. The only personal information we will collect and retain is the personal information voluntarily provided by you when you: (i) become a user on this Site; (ii) submit answers to surveys or questionnaires; or (iii) contact us with questions or comments about this Site or otherwise about our Services.

We may use your personal information to: (i) provide information or services you requested; (ii) send you information about products or services or information that may be of interest to you (you may request that we do not send you any such information); (iii) build and maintain our expertise and knowledge; (iv) generate statistics and

aggregate reports for our internal use, such as the development of our services; and (v) to contact you as we consider necessary.

We will keep your personal information for as long as it remains necessary for the purposes identified herein or as required by law, which may extend beyond the termination of any relationship between us and you.

Disclosure of personal information to third parties

Property Vista shall not intentionally disclose to third parties without your permission any personal information you may provide to us, subject to the following exceptions: (i) we may disclose your personal information to third parties as required or permitted by applicable laws, rules or regulations; (ii) we may disclose your contact information in response to inquiries by bona-fide rights owners in connection with allegations of infringement of copyright or other legal rights arising from information you have provided to us; (iii) if Property Vista merges with or sells all or substantially all of its assets to a third party, information collected about you on this Site may be disclosed to such third party; (iv) Property Vista shares personal information with companies who provide services such as information hosting or processing, landlords and their representatives who provide premises for tenants and other services, tenant insurance and cable television; and (v) Property Vista shares personal information with third parties where the services we are providing to you require us to give your personal information to them.

Security

Property Vista has implemented generally accepted standards of technology and operation security in order to protect personal information from loss, misuse, alteration or destruction. Among the steps taken to protect personal information are:

- premises security;
- deploying technological safeguards like security software and firewalls to prevent unauthorized computer access or "hacking"; and
- internal password and security policies.

Notwithstanding these precautions, we cannot guarantee that unauthorized persons will not obtain access to your personal information.

Accessing Personal Information

You may ask for access to personal information we hold about you.

Detailed requests which require archive or other retrieval costs may be subject to fees.

An individual's rights to access his or her personal information are not absolute. There are a number of situations where we may deny access. If we deny your request for access to, or refuse a request to correct personal information, we will provide a reason or reasons for doing so.

Contacting us about Privacy

You may contact Property Vista: (i) in order to access and correct your personal information collected by Property Vista; and (ii) regarding privacy matters in general, in any of the following ways:

E-mail:

privacy@propertyvista.com

Mail:

Property Vista Software Inc.
3080 Yonge Street, Suite 6060

Toronto, Ontario M4N 3N1

Attention: Chief Privacy Officer

Consent

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