

# Mirabella Development Corporation: Website Terms of Use

Effective Date: September 14, 2021

The website at <http://diamantedevelopment.com> and websites for specific properties or communities (e.g., as <https://mirabellacondos.ca> (collectively, the “**Sites**”) are provided as a service to distribute information about Mirabella Development Corporation, Diamante Urban Corporation, their respective affiliates and associated consulting and management companies (collectively, “**Mirabella**”, or the “**Company**”, “we” or us”) and to provide a way for potential customers, customers, and other members of the public to learn about us and our developments, properties and communities.

As a user (“**User**”) of one or more of the Sites, please read these Website Terms of Use (“**Terms**”) carefully, since they form a binding legal agreement with us. By accessing, browsing or otherwise using a Site, you agree to comply with these Terms, as amended from time to time. If you do not agree with these Terms, do not use the Site. Please review these Terms from time to time to be aware of any modifications, since your continued use of a Site shall be deemed to be your acceptance of the Terms as modified.

## 1. Privacy

The Company collects personal information through the Site as well as by other means, and will collect, use and disclose personal information as set out in our “**Privacy Policy**” <http://diamantedevelopment.com/privacy> and <https://mirabellacondos.ca/privacy> which are hereby incorporated into these Terms. Please review the Privacy Policy, as it may be amended from time to time, for information about how we collect, use and disclose Personal Information, including how we collect personal information through a Site and how that information will be used and may be disclosed.

For international Users of the Site, please note that these Terms and the Privacy Policy reflect the law of Ontario and federal law of Canada that applies in Ontario. If you do not consent to our activities as described in these Terms and the Privacy Policy, you should not continue to use the Site and you should not provide your Personal Information to us through the Site or in any other way.

## 2. Intellectual Property Rights

The Company is the owner of the copyright in the Site and is the owner or licensee of trademarks used on the Site. All rights not expressly granted to you by these Terms are reserved. The contents of the Site and any materials we receive through the Site are protected by intellectual property laws, including those relating to copyright and trademarks.

In some circumstances, e.g. for finalizing the design of a unit, the Company may collect, prepare, create, adapt or use works such as photographs, architectural and other types of plans, drawings, and other artistic works (“**Works**”) which may be created by you, by us, or by third parties. Any Works that you submit to us, through a Site, via email or text, in person or otherwise, are submitted on the basis that you grant to us a non-exclusive, royalty-free, worldwide, perpetual license, to use the Work as we deem necessary to complete our transaction with you and for the Company’s promotional purposes. We may sub-license such rights to third parties to reproduce, distribute, transmit, create derivative works or communicate them to others, to our service providers or regulatory authorities. We may reproduce the Works and any information incorporated therein by any means and in any media now known or hereafter devised. You represent and warrant that you have, or the third party holder of copyright or of moral rights in Work submitted to us has, completely and effectively waived all such rights and that you have the lawful right and authority to grant the license granted herein to the Company. Customers and other users of the Site who submit information or documents to the Company remain solely responsible for their contents. You agree that Works submitted to the Company will not include any libelous, defamatory, inaccurate, abusive, threatening, offensive or illegal material and that the transmission of any such material shall constitute a material breach of these Terms. You assure us that any Works submitted to us shall not infringe copyright and will not infringe the privacy rights or personality rights of any individuals who may be identified or identifiable in the Works. You agree that you shall have no recourse against the Company for any alleged or actual infringement or misappropriation of any proprietary right in the Works.

### **3. Cookies**

The Site uses cookies that identify your browser. Cookies collect and store information (including Personal Information as defined in the Privacy Policy) when you visit the Site about how you use it, through which it is possible to record your use of the Site, as well as to manage your session, to provide you with a better experience when browsing, and for analytics. You may be able to control the use of cookies through your own browser and you should do that if you have any concerns about our use of cookies.

### **4. Third Party Web Sites**

The Site may include information provided to us by service providers and other third parties (collectively, “**Third Parties**”), as well as links to Third Party web sites. Such information and links are provided for your convenience and the Company does not control, and does not take any responsibility for, any such Third Party web site. These Terms do not apply to Third Party web sites. We make no representations about any other web site which you may access through the Site. A link does not mean that we endorse or accept any responsibility for the content, or the use, of such other web site or any products,

services, materials or statements contained therein. Before using any Third Party information or sites, you should review the Third Party's own terms of use and satisfy yourself that your use complies with them.

## **5. "As Is" Use of the Site**

Please carefully consider any confidential or personal information you provide to us via the Site. Any communication to us, including any postings on the public portion of a Site will be deemed to have been licensed to the Company as described above under Intellectual Property Rights.

We provide the Site "as is" and on an "as available" basis, and do not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the Site, any information contained therein, any products or services provided through the Site, or via the Internet generally, and we shall not be liable for any cost or damage arising either directly or indirectly from any such communication or transaction.

The Site provides general information about the services and products provided by the Company. We do not provide all services to all customers and any offer to purchase may not be completed for any number of reasons. The relationship between the Company and each customer is governed by our respective purchase agreements or other contracts.

As a user of the Site, you may print and download portions of it solely for reference and for your own personal and non-commercial use, provided that you agree not to change or delete any copyright or proprietary notices. You shall not copy, reproduce, republish, upload, post, transmit, modify or distribute, in any manner, any of the contents of the Site, including any text, photographs, illustrations, graphics, code and/or software. You are prohibited from reverse engineering, decompiling, disassembling the Site or any of its contents, and from violating, plagiarizing or infringing on the rights of the Company or any third party, including copyright, trademark, privacy, contractual or other personal or proprietary rights.

You agree not to engage in any conduct relating to the Site which the Company, in its sole discretion, determines to be detrimental to its interests, including, without limitation, acting or failing to act in a manner contrary to these Terms, or intentionally interfering with the Site, or our computer or communications systems. Engaging in any prohibited conduct may subject you to civil liability and criminal prosecution under applicable laws.

You assume total responsibility and risk for your use of the Site and the Internet. It is solely your responsibility to evaluate the accuracy, completeness and

usefulness of all information, opinions, advice, services, or merchandise provided through the Internet. We do not warrant that your use of the Site will be uninterrupted or error-free or that defects in the Site will be corrected. Except for the Site itself and information, products or services clearly identified as being supplied by the Company, we do not operate, control or endorse any information, products or services on the Internet.

Your access to the Site on the Internet is provided by an independent Internet service provider, and we have no responsibility or liability for your use of the Internet. We cannot and do not guarantee or warrant that any files that may be available for downloading from the Site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You or your third party Internet service provider are responsible for implementing sufficient information technology protection procedures to satisfy your particular requirements for accuracy of data input and output, and for reconstructing any lost data.

## **6. Limitation of Liability**

In no event will the Company be liable for (i) any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the Site, or any information, or transactions provided on the Site, or downloaded from the Site, or any delay of such information, even if we or our respective authorized representatives have been advised of the possibility of such damages, or (ii) any claim attributable to errors, omissions, or other inaccuracies on the Site and/or materials or information downloaded from the Site. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. However, our liability is limited to the greatest extent permitted by applicable law.

## **7. Indemnification**

You agree to indemnify, defend and hold harmless the Company, its subsidiaries, affiliates, officers, directors, employees, representatives, agents, licensors, licensees, service providers, or suppliers (the “**Indemnified Parties**”) from and against all losses, expenses, damages and costs, including reasonable legal fees, resulting from your breach of these Terms or your violation of any law or the rights of such Indemnified Parties. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and you shall cooperate as fully as reasonably required by the Company. The provisions under As Is Use of the Site and Indemnification are for the benefit of the Company, as well and the Indemnified Parties. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

## **8. Term and Termination**

These Terms may be terminated by the Company or by you without notice at any time for any reason. We may terminate or suspend your access to all or part of the Site, and your access to any products or services, as a result of our determination that you have breached these Terms. As necessary by implication, certain provisions relating to Privacy, Intellectual Property, As Is Use of the Site, Indemnification and Miscellaneous survive termination of these Terms.

## **9. Miscellaneous**

These Terms constitute the entire agreement between you and the Company in connection with your use of the Site. Access to the Site is not permitted where prohibited by law. If you choose to access the Site, you do so at your own risk and you are solely responsible for compliance with applicable laws. Your use of this Site is not intended and shall not be deemed to create any legal relationship such as customer-service provider, agency, or joint venture, between you and the Company.

We may assign our rights and duties under these Terms to any successor or to any other party at any time without notice to you.

These Terms, your use of the Site, and any disputes that may arise in connection with the Site shall all be governed by the laws of the province of Ontario and by applicable federal law. Any disputes shall be resolved in provincial courts located in Toronto, Ontario. You agree not to bring any legal action against the Company in any jurisdiction but the Province of Ontario and you shall submit and consent to such jurisdiction.

If any provision of these Terms shall be deemed unlawful by a court of law, then the impugned provision shall be deemed severed and shall not affect the validity and enforceability of any remaining provisions.