



ONLINE AGREEMENT between NATIONWIDE APPRAISAL SERVICES and USER

The following outlines the Terms and Conditions of using the Nationwide Appraisal Services Inc. system

NAS operates an internet based valuation system throughout Canada (the "System");

The internet based site is located at www.nationwideappraisals.com;

DEFINITIONS

A. "NAS" means Nationwide Appraisal Services Inc.

B. "Agreement" means this Agreement, including all schedules and any modifications or amendments made in accordance with the terms hereof.

C. "Appraisal" means an estimate or opinion of the value of real property as evidenced by relevant data analysis, including automated valuations and as may be further described in Schedule "A" hereto.

D. "Client" means User

E. "Appraiser" means an individual who performs an appraisal and for the purposes hereof, all such appraisers shall be members in good standing with the Appraisal Institute of Canada or l'Ordre des évaluateurs du Québec.

F. "Applicant" means the homeowner or the home buyer initiating a request for mortgage financing.

G. "Intellectual Property Rights" means all patents, including without limitation originals, patent applications, copyrights (including all registrations and applications therefore), trade secrets, trade names, trademarks, trademark applications and other proprietary and intellectual property rights, including without limitation moral rights.

H. "Services" means such services to be provided by NAS in accordance with this Agreement, including services by way of its internet-based technology, to coordinate and manage the obtaining and completion of all appraisal requests on behalf of Client on a national basis, as set forth in this Agreement and the System support services as more particularly described in Schedule "A" hereto.

USER ID AND PASSWORD

NAS shall provide a permission-based User ID and password to access the System. Client assumes sole responsibility for the security of User Name. Client shall notify NAS immediately if there is any reason to believe that the confidentiality of its User Name(s) has been compromised or if an employee of the Client that had access to a User Name is no longer employed by the Client.

NAS SERVICES

Coordination and Management. NAS agrees to coordinate and manage the obtaining and completion of all appraisal requests directly from Client, on a national basis, on behalf of Client.

Storage of Completed Appraisal request. NAS agrees to maintain data from all appraisal reports conducted electronically for the Client for a minimum of 7 years.

NAS Training and Support. NAS will provide Client with a bilingual help manual and telephone support between 8am to 8pm Eastern Standard Time, Monday to Friday and 12pm to 4pm on Saturday's excluding statutory holidays in relation to outstanding appraisal requests, general appraisal process questions and any additional problems and/or issues. NAS will also provide notification and training for any future enhancements of the System.

Ownership. All Appraisals prepared by and/or through NAS shall be owned by NAS and shall constitute confidential information and may only be made available to Client in connection with this agreement.

APPRAISAL REQUEST

Cancelled Requests. In the event the Client cancels the appraisal request when the status of the request is in 'New', 'Accepted', or 'Appointment', **the Client will be charged a cancellation fee of \$50 plus any additional costs incurred by Nationwide Appraisal Services Inc from the appraiser.**

FEES AND PAYMENT

Credit Card Payment and Interac On-line. NAS uses a secured internet merchant account provider with a certified payment gateway to ensure all credit card and Interac On-line transactions are safe and confidential.

Payment to Appraisers. It will be the sole responsibility of NAS to manage the receipt and payment of all invoicing by the Appraisers. All fees quoted are on a net basis, NAS shall calculate the appropriate taxes based on the appraisers' Province.

Taxes. NAS invoices will show separately itemized amounts due in respect of any and all sales, use, excise, value added, or goods and services taxes, due under federal, provincial, local or foreign law that are associated with the goods and/or Services purchased by Client under this Agreement (however, specifically excluding taxes in the nature of ordinary personal property taxes assessed against or payable by NAS, taxes based upon NAS's net income, NAS's corporate franchise taxes and the like) ("Taxes").

TRADEMARK, TITLE AND COPYRIGHT

Client acknowledges that the NAS trademark and associated marks and logos, the System and all intellectual property related thereto, are owned and/or licensed by NAS. Client agrees to respect the trademarks owned and/or licensed by NAS and not to challenge at any time their validity or claim any right to use the marks or register marks that are identical or similar to those marks. Client further agrees that they have no proprietary rights in the NAS trademarks nor any interest or title to the System and that it shall comply with, observe, and be bound by all restriction, copyright notice or other limitations on access to information in accordance with this Agreement and use thereof as may be adopted by NAS from time to time.

NO LIABILITY

Notwithstanding anything in this Agreement, Client acknowledges and agrees that the Appraiser shall, in all respects, be liable for the content and accuracy of the data contained within any appraisal reports prepared and provided by the Appraiser and NAS shall not be liable in any way with respect to the Appraisal or its content and accuracy of the data contained in the appraisal reports.

GENERAL PROVISIONS

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

Severability. If any Article, Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this Agreement.

Replace Previous Agreement. The parties hereto agree that any and all previous agreements between the parties are hereby revoked and replaced with this agreement. This agreement shall supercede all other agreements between the parties.

Personal Information Protection. NAS will comply in all respects with the federal Personal Information Protection and Electronic Documents Act and/or any other applicable privacy legislation in respect of Personal Information (as defined in the applicable privacy legislation) it receives from Client and the Customer pursuant to this Agreement. Specifically, and notwithstanding any other provision of this Agreement, with respect to Customer/Consumer Information, NAS agrees that it will only disclose Customer or Client Personal Information as necessary for the administration of this Agreement.

SYSTEM SUPPORT SERVICES

In order to ensure service reliability and performance, Vendor will perform and deliver the following System Support Services:

Service Availability

NAS will provide the following service availability:

- (a) **NAS System Availability**
NAS shall provide Client with access to the NAS Software twenty four (24) hours a day seven (7) days a week on a best efforts basis.
- (b) **Data Communication Line Availability**
The Client internal network and data communication from Client to the Local Network for the NAS Server are not under the control of NAS and therefore, NAS is not responsible for availability, maintenance, monitoring, management, or support of those network and communication.
- (c) **Bandwidth and Data Storage Capacity**
NAS will plan the data storage and Local Network for the NAS Server to ensure sufficient capacity for anticipated usage. For this purpose, Client is to provide NAS with anticipated forecasts of the expected business volumes from time to time.
- (d) **Anti-Virus Software**
NAS and the Client both agree to ensuring that an industry standard anti-virus software program is installed, running and virus definitions are updated as appropriate in environments controlled by NAS and the Client with respect to the NAS System. Virus control will be conducted on a best efforts basis.

System Support Services

NAS shall maintain a call centre in accordance with the following terms.

(a) Help Desk Hours of Coverage

NAS will have agents available to answer calls by telephone (toll-free lines) at all times during the Hours of Coverage. Bilingual agents are also on site. If all agents are busy with other calls at the time the Client calls, a message will be played to the caller indicating all agents are busy, and Client may leave a message for the next available agent.

Hours of Coverage:

- 8:00AM to 8:00PM EST on a Business Day
- 12:00pm to 4:00pm EST on Saturday
- Not Available on Sunday