



TERMS OF USE

These Terms of use (the “Terms”)—together with the other documents referenced and linked below (collectively, the “Agreement”)—describe your rights and responsibilities concerning your receipt of online services offered by Coromandel Properties (which includes all companies, partnerships and limited partnerships that form part of the Coromandel Properties group) (collectively, “Coromandel”), including via the website <https://coromandelproperties.com> or other websites offered by Coromandel (collectively, the “Services”). In this Agreement, the terms “we”, “our” and “us” refer to Coromandel.

Your use of the Services, including through a visit of the <https://coromandelproperties.com> website (the “Website”) constitutes your acceptance of the Agreement. Therefore, please take the time to review them carefully.

If you do not agree with some or all of these terms, do not use the Website.

1. USE AND ACCURACY OF INFORMATION

The Website is provided for general information only. Although Coromandel uses reasonable commercial efforts to ensure that the information contained on the Website is accurate, Coromandel does not warrant or make any representation regarding the accuracy or completeness of any information or data provided on the Website. Information contained on the Website, including information relating to plans, specifications, pricing, availability, features and amenities is approximate only and is subject to change at any time and in any manner whatsoever in order to comply with building site conditions and municipal, structural and developer and/or architectural requirements. Coromandel further reserves the right to make modifications or substitutions to project design, specifications, features, appliances, pricing and floor plans in its sole discretion and without notice or obligation. Dimensions, square footage and floor plans are illustrative, approximate and provided for reference only. Final dimensions, square footage and floor plans may vary and will be determined by final strata plan measurements. The information and materials provided on the Website do not constitute professional or legal advice. None of the materials or information is an offering for sale. Any such offering may only be made with a disclosure statement. E.& O.E..



2. RELATIONSHIP

The use of this Website or the Services provided herein does not create a client or other advisory relationship between you and Coromandel. Coromandel is not providing real estate or investment advice to you. You should seek professional and/or legal advice and complete your own independent investigations prior to any potential purchase of real estate.

3. OTHER TERMS

You understand and acknowledge that your use of the Services is also governed by the Coromandel Privacy Policy coromandelproperties.com/privacy-policy/ which you have read and understand, and to which you agree. You consent to the collection, use and disclosure of your personal information by us and/or third parties in accordance with the terms of and for the purposes set forth in our Privacy Policy. In addition, you also agree that your use of the Services will also be subject to such other policies and procedures as may be conveyed to you by us from time to time, including via the Services or on the Website.

4. OWNERSHIP

All of the content on or made available via the Website, including without limitation all of the page headers, images, illustrations, graphics, audio clips, video clips, multimedia clips, interfaces and text (collectively "Material") is the property of us or our licensors—as are all related trade-mark, copyright, patent and/or other intellectual property rights. The Material is protected under copyright, trade-mark and other laws of Canada and other countries, and Coromandel owns all copyright in the selection, co-ordination, arrangement and enhancement of the Material. All company names, brand names, trade-marks and logos are the property of their respective owners, including without limitation, all trade-marks owned by Coromandel. No part of the Services will be construed as granting any license or right to use any trade-marks (whether by implication or otherwise), including our trade-marks, except with our express written permission or such other party that may be the owner thereof.

5. Permitted Use of the Website; Prohibitions You may download, print and store selected portions of the Material provided that you:

- (a) only use these copies of the Material for your own personal, non-commercial use;
- (b) do not copy or post the Material on any network computer, or broadcast or redistribute the Material in any media or through any other channel;
- (c) do not



modify or alter the Material in any way; and (d) do not delete, obscure or change any copyright, trade-mark or other proprietary notice contained in the Material. Any use of any of the Material (whether in whole or in part) is strictly prohibited, except only and to the limited extent expressly permitted above. You must not submit, publish or otherwise disseminate to Coromandel or through the Website anything which: (a) defames, libels or invades the privacy of any person; (b) is obscene, pornographic, abusive or threatening; (c) infringes on any intellectual property or other rights of any person or entity; (d) has contaminating or destructive properties (i.e. software viruses); (e) violates any law; (f) advocates or describes any illegal activity; or (g) advertises or solicits funds for goods or services. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any such information or materials. We may enforce our rights to the fullest extent of the law should you breach any of these terms and conditions.

6. LINKS

The Website may contain links to other web sites. These links are provided solely as a convenience to you and the inclusion of any link does not imply endorsement, investigation or verification by Coromandel of the linked web site or information contained therein. Your use of such sites and your dealings with the owners or operators thereof are at your own risk.

7. ERRORS AND INACCURACIES;

Corrections The Website may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior or any notice to you. All Material is provided “as is”, “where is”, “as available”, without representations or warranties of any kind. TO THE FULL EXTENT PERMITTED BY LAW, COROMANDEL AND ALL DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, MEMBERS AND SUPPLIERS OF COROMANDEL DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WITH RESPECT TO THE WEBSITE, ITS CONTENTS AND ALL SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR USE. Without limiting the foregoing, we do not represent or



warrant that the Material is accurate, complete, reliable, useful, timely or current or that the Website will operate without interruption or error. We assume no responsibility, and are not liable for, any damages to your computer equipment, data or other property on account of your access to, use of, or browsing on the Website or you downloading of any Material, or inability to do any of the foregoing.

8. LIMITATION OF LIABILITY

Your use of this Website is undertaken at your own risk. Under no circumstances will Coromandel or any directors, officers, employees, agents, members and suppliers of Coromandel, be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to or use of this Website, your reliance on any Material, or any consequences flowing therefrom. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS OR FAILURE TO REALIZE ANTICIPATED BENEFITS), WHETHER BASED IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. If you are dissatisfied with the Website, any Material or with this Agreement, your sole and exclusive remedy is to discontinue using the Website.

9. INDEMNIFICATION

You agree to indemnify and save harmless Coromandel and all directors, officers, employees, agents, members and suppliers of Coromandel (in this section, “we” and “us”) from and against any claim, cause of action, demand, cost, loss, expense or liability (including without limitation reasonable professional fees) brought against or suffered or incurred by us as a result of your use of the Website or your breach of this Agreement. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. In addition, in the event we are made a party to any claim, suit or action relating to or arising from any services offered by us that is: (a) initiated by you, which is unsuccessful; or (b) initiated by a third party, who is suing you; you will reimburse us at a reasonable rate for



all personnel time and expenses expended by us in response to such claim, suit or action including without limitation, all attorney fees and expenses incurred by us with respect to such response. This defence and indemnification obligation will survive termination of this Agreement and your cessation of use of the Website.

10. GOVERNING LAW AND COURTS; TIMING OF CLAIMS

This Agreement and your use of the Services (including access to the Website) will be governed by and interpreted exclusively in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable in British Columbia, excluding its conflict of laws rules and all private international laws. You further agree that despite being available from a variety of jurisdictions, the Services (including access to the Website) will be deemed solely based in the Province of British Columbia, Canada; and that the Services and the Website will be deemed to be passive in nature and not giving rise to personal jurisdiction over Coromandel in jurisdictions other than the Province of British Columbia. You consent and submit to the exclusive jurisdiction of the Courts located in the Province of British Columbia in all disputes arising out of or relating to your use of or inability to use the Services and this Agreement. However, you agree that nothing herein precludes Coromandel's application for injunctive remedies or other urgent legal relief in any jurisdiction.

11. SEVERABILITY; WAIVER

The terms of this Agreement are severable. If any provision of this Agreement is determined to be unenforceable or invalid, then such provision will be enforced to the fullest extent permitted by applicable law, and such determination will not affect the validity and enforceability of any other remaining provisions. No consent or waiver by either party to or of any breach or default by the other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by both parties.

12. SURVIVAL

The provisions of Sections 1-2, 4-5 and Sections 8-13 will survive termination of the Agreement, howsoever occasioned. 13. Entire Agreement This Agreement, to-



gether with those documents incorporated or referred to herein, constitute the entire agreement between you and us relating to your use of the Services and Material, and supersedes any prior understandings or agreements (whether electronic, oral or written) regarding the subject matter, and cannot be amended or modified except by our express and explicit agreement to modify this Agreement in writing, or by us making such amendments or modifications available to you pursuant to a modification of this Agreement as permitted herein. In the event of a conflict between the provisions of the Terms and the provisions of any other document or agreement incorporated or referenced herein, these Terms will govern to the extent of the inconsistency. We reserve the right to unilaterally update or modify (collectively "change") this Agreement at any time and from time to time. We will notify you of any changes to this Agreement by posting notice of such changes on the Website. You agree that we have this right, and that your continued use of the Services following notice of such change means that you agree to and accept the amendments. Questions about our Services, or regarding your rights and responsibilities under this Agreement, can be directed to info@coromandelproperties.com

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