



# TERMS OF USE

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## **COMMITMENT AND AGREEMENT**

In consideration for using, accessing and/or viewing BuiltSpace's Website and BuiltSpace's Software as defined in these Terms of Use, you agree to the following terms:

1. In these terms of use, certain words have specific, defined meanings. The words with specific, defined meanings are listed at the end of these terms.
2. You acknowledge that BuiltSpace can modify these Terms of Use at any time without notice by posting the revised terms on BuiltSpace's website. Your use of BuiltSpace's software constitutes your acceptance of these Terms of Use, including any modifications to the Terms of Use.

## **GRANT OF LICENCE**

3. Your right to use the software is a non-exclusive, personal licence that will be in force until you withdraw as a user of the software or your licence is terminated. The purpose of this licence is to allow you to use the software. Subject to the term of these terms of use, BuiltSpace's privacy policy and BuiltSpace's Subscription Agreement, BuiltSpace agrees to provide you with the use of the software. The extent of your use is governed by the user privileges.
4. If you do not agree with these terms, you cannot view or use our software. If you agree at first but change your mind and wish to revoke your agreement, you must immediately stop viewing or using our software.
5. These terms contain all of the terms governing your viewing or using our software and our operation of the software. You agree to abide by the Terms when using our Software, including new or ones which are changed. Your using, accessing or viewing the software confirms you have agreed to this agreement and to comply with the terms.

6. BuiltSpace can change these terms at any time without notice to you. BuiltSpace may give advance notice of some changes to some terms but doing so does not obligate BuiltSpace to give notice of all changes.
7. If you access another website or software supplied by someone else that is accessed through a link or other connection in our software, these terms will not apply to the use of that other website or software. Instead, their terms of use will apply.
8. By entering this agreement, you confirm to BuiltSpace that you have no legal impediment or prohibition which prevents you from entering the agreement. If you are making this agreement on behalf of a corporation or other person, you confirm to BuiltSpace you have full legal authority to make this agreement on behalf of the corporation or other person.
9. BuiltSpace shall issue to the Subscriber a password for each Seat. The Subscriber is responsible for keeping confidential all passwords and for ensuring that each password is used only by an authorized person.

## **YOUR RESPONSIBILITIES**

10. You cannot share, sub-licence, transfer or sell your licence or any part of it to another person.
11. You will comply with the following items and agree your licence and right to use the software can be terminated by BuiltSpace if you fail to abide by any one of the following items. You will:
  - a. ensure information about you that is provided to BuiltSpace, such as identification or contact coordinates, will always be accurate, correct and up to date;
  - b. be responsible for all activity that takes place in the software through your user account, regardless of whether that activity is performed by you or someone else;

- c. be responsible to protect and not share any password that is used to access your user account with BuiltSpace;
- d. not do anything malicious to the software or its use or operation or to your Fellow Users' ability to use the software;
- e. access, tamper with, or use non-public areas of the software, BuiltSpace's computer systems, or the technical delivery systems of the software;
- f. you will not copy or alter any of the underlying software and technology, including source code, which is used in the operation of this software
- g. attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures;
- h. send unsolicited email, junk mail, "spam", or chain letters, or promotions or advertisements for products or services;
- i. not upload or otherwise import into the software any files that contain malicious software, viruses, corrupt files or other software or programs that will damage or destroy the software
- j. forge any TCP/IP packet header or any part of the header information in any email or in any way use the website, Content or Services to send altered, deceptive or false source-identifying information;
- k. interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the website;
- l. comply with all applicable laws when you use the software;
- m. use the software for the purposes for which it was designed by BuiltSpace and will not use the software for any purpose deemed by BuiltSpace, in its sole discretion, to be inappropriate;

- n. not do something malicious, rude or disrespectful to your Fellow Users;
  - o. You will respect the norms of community decency and use your discretion when inputting or contributing information to the software.
  - p. You will not use the software to post or otherwise communicate any (a) unlawful, defamatory, libellous, harassing, abusive, indecent, hateful, threatening, harmful or otherwise objectionable material or content (b) material or content that could constitute a criminal offence or create civil liability.
  - q. copy or try to copy any part of the software without prior written authorization from BuiltSpace to do so;
  - r. create or attempt to create a derivative work of the software, translate, reverse engineer or attempt to reverse engineer or compile, decompile or disassemble the software or attempt to compile, decompile or disassemble the software, or to create or attempt to create works derived from the software;
  - s. grant or purport to grant a security interest in the software;
  - t. remove copyright marks, serial numbers or other features which serve to identify the software and any of the rights in it;
  - u. take the necessary steps to prohibit unauthorized access to the software by third parties.
  - v. You will treat as confidential any information you obtain from the software, whether obtained deliberately or otherwise, that appears to be confidential or otherwise not intended for public disclosure.
12. BuiltSpace will have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and website security issues, to the fullest extent of the law. BuiltSpace may

involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Use. You acknowledge that BuiltSpace has no obligation to monitor your access to or use of the website, Content, and Services, but has the right to do so for the purpose of operating the software, to ensure your compliance with these Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency or other government body.

13. You will be responsible for your actions, your errors and your failures when you use the software and you will be responsible for the actions, errors or failures of anyone who uses your licence to use the software even if their use is done without our permission.
14. You are responsible for implementing, maintaining and updating all reasonably prudent and proper procedures for safeguarding your computers and other hardware and the software against viruses, worms, Trojan horses and other malicious computer code that manifests itself with contaminating or destructive properties to computer hardware and/or the Software (collectively the “**viruses**”).
15. If you input or contribute any information into the software, you give BuiltSpace an irrevocable, worldwide and royalty-free licence to use the information in or related to the operation of the software, provided our use of the information conforms to our privacy policy. BuiltSpace may make the information available to other companies, organizations or individuals with whom it has relationships for the provision of syndicated services in connection with the operation of the software.
16. You are solely responsible for the veracity, accuracy and lawfulness of any information which you input or contribute to the software.
17. Your use of the software is at your sole risk.
18. Provision and use of the software may be supported by advertising revenue and thus the software may display advertisements and promotions. The advertising may target the content of information provided by users of the

software. You agree to allow BuiltSpace to place advertising on the software.

19. The software may include hyperlinks to other web sites or resources. You acknowledge that BuiltSpace is not responsible for the other websites or resources and it does not endorse the advertisements, products or other materials on or available from the websites or resources.
20. BuiltSpace prohibits caching, unauthorized hypertext links to the Site and, unless explicitly permitted in writing by BuiltSpace, the framing of any content available on or through the Site. BuiltSpace reserves the right to disable any unauthorized links or frames and specifically disclaims any responsibility for the Content available on any Linked Sites (or other web sites which may be unauthorized links.)

User should be aware that Linked Sites may contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that differ from the provisions provided on the Site. BuiltSpace is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions.

21. BuiltSpace reserves the right to store information on a User's computer in the form of a "cookie" or similar file for purposes of modifying the website to reflect a User's preferences. Please see the BuiltSpace's Privacy Policy for additional information.

## **TERMINATION**

22. Your right to use the software can be terminated by BuiltSpace if:
  - a. You use the software for buildings other than those specified in the subscription agreement.
  - b. You give a minimum of 30 days prior notice to BuiltSpace of your intention to withdraw as a User;

- c. You fail to abide by any item in these terms;
  - d. You fail to comply with the spirit of what BuiltSpace deems to be an important term of these terms;
  - e. Your behaviour suggests you will not comply with these terms;
  - f. BuiltSpace is compelled by a lawful authority to end your use of the Software; and,
  - g. BuiltSpace determines it can no longer provide the software
23. If this agreement and/or your licence and ability to use the software is terminated, you will not be able to use, access or view the software, Building Info, details or files or any other content contained in any account you have with BuiltSpace except Your Data.
24. If this agreement is terminated, all rights, obligations and liabilities which have benefited you or BuiltSpace or to which you or BuiltSpace has been subject or which have accrued when this agreement has been in force or which are expressed to continue indefinitely, shall be unaffected by the termination of this agreement.

## **PRIVACY**

25. Our use of your personal information is described in our privacy policy. You and BuiltSpace agree to abide by the terms of our privacy policy and you agree that BuiltSpace may use your personal information as provided in our privacy policy.



## **IP RIGHTS OWNED BY BUILTSPACE**

26. You acknowledge and agree that BuiltSpace owns all title and legal rights and interests in and to the software, including any intellectual property rights in the software, whether registered or not, and wherever in the world those rights may exist. You also acknowledge that the software may contain information which is designated confidential by BuiltSpace or by your Fellow Users and you agree not disclose such information without our prior written consent.
27. The immediately preceding section does not apply to any documents associated with the Building that are stored in the Software by you, such as service manuals, service records, service checklists, (individually and collectively "**Your Data**"). Your Data will remain your property and will be returned to you at the termination of this agreement if requested by you and if you have fulfilled all of your obligations to BuiltSpace under this and any other agreement. BuiltSpace may, from time to time, establish a maximum amount of memory or other computer resources for use in connection with Your Data and may impose reasonable restrictions on access to Your Data to preserve the integrity and good functioning of the Software. You are solely responsible for creating an archive or backup copy of Your Data. BuiltSpace will have no liability to you for any impairment or loss of Your Data whether caused by BuiltSpace or not. BuiltSpace will retain Your Data for at least 30 days after the termination of this Agreement after which BuiltSpace may delete and destroy Your Data without notice or liability to you. You hereby grant to BuiltSpace a licence to use Your Data as reasonably required to operate, maintain and upgrade the Software.
28. BuiltSpace hereby grants to you a non-expiring licence to use any data obtained by you from the software during the term of this agreement concerning the Buildings' energy use, resource use or other data concerning the operation of your Buildings.

29. The works of authorship contained on the Site, including but not limited to all design, text and images contained on the website and any services available through the website are owned, except as otherwise expressly stated, by BuiltSpace and may not be copied, reproduced, transmitted, displayed, performed, distributed, rented, sublicensed, altered, stored for subsequent use or otherwise used in whole or in part in any manner without the prior written consent of BuiltSpace.
30. The trade names, trade mark, service marks, logos, domain names, and other distinctive brand features (individually and collectively the “Marks”) on the Software are the property of BuiltSpace and other parties unless you obtain our written agreement. Users are prohibited from using any Marks for any purpose including, but not limited to use as metatags on other pages or sites on the internet without the written permission of BuiltSpace or any applicable third party which may own Mark(s). Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any content from the Software for commercial or public purposes, except as may be set forth by separate agreement. You agree to not remove, obscure, or alter any proprietary rights notices, such as copyright and trade mark notices associated or contained in the software.
31. You will not use any trade mark, service mark, trade name, logo of BuiltSpace or of any other person in a way that confuses or likely to cause confusion about the owner or user of such marks, names or logos.

## **BUILTSPACE’S RESPONSIBILITIES AND LIABILITY**

32. BuiltSpace warrants to you that the software will perform in accordance with any written descriptions of its performance prepared by BuiltSpace from time to time. Otherwise, the software is provided as-is and as-available and BuiltSpace makes no warranties or representations to you or any other person about the accuracy, operation or quality of the software and all

express or implied warranties in respect of the software are hereby excluded to the greatest extents permitted by applicable law.

33. BuiltSpace and its employees, officers and directors are not liable to you or anyone claiming through you and is not in any other way responsible for any of the following which may occur as a result of your use, misuse, or failure to use the software:
- a. inaccuracies, errors in the software;
  - b. personal injury, including death; and/or,
  - c. property damage
  - d. direct or indirect losses,
  - e. consequential or indirect damages;
  - f. the software failing to meet your expectations or requirements;
  - g. information provided by your Fellow Users being untruthful or inaccurate;
  - h. any implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose under any applicable sales of goods legislation
  - i. incidental, special, exemplary, or consequential damages including, but not limited to, procurement of substitute goods or services; loss of use, data, goodwill, reputation or profits; or business interruption, however caused and on any legal basis, whether in contract or tort (including negligence) arising in any way out of the use of the software, even if advised of the possibility of such damage; and,
  - j. an interruption, whether intermittent or permanent, in the operation of the software;

- k. viruses and other malicious software which are transmitted through the software;
  - l. errors in the content or operation of the software;
  - m. errors in the content or operation of any links to websites or software operated by persons other than BuiltSpace; or,
  - n. errors in or the accuracy of any advertisements posted in or through the software and the safety and quality of any services or goods purchased from advertisers to advertise.
34. Nothing in these terms excludes or limits our liability for losses which may not be excluded or limited by applicable law. Some jurisdictions prohibit the exclusion of certain warranties or conditions or limiting or excluding liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. In such cases, the only limits which are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law.
35. You agree to defend, indemnify, and hold harmless BuiltSpace, its officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the website, Software, the content, or Services, or your violation of these Terms of Use.
36. The content of any information inputted or contributed to the software by your Fellow Users and the veracity, accuracy and lawfulness of that information is the responsibility of the Fellow User who inputs or contributes the information and is not the responsibility of BuiltSpace.

## **GENERAL PROVISIONS**

37. The *International Sale of Goods Act* shall not apply to this agreement.

38. The *Uniform Computer Information Transaction Act*, shall not apply to this agreement
39. The law and jurisdiction of the courts solely applicable to this agreement and these terms are, exclusively, the laws and courts of the Province of British Columbia, Canada and any legal proceedings pertaining to this agreement and/or the software will be conducted in the courts of British Columbia without regard to conflicts of laws principles. The Subscriber hereby submits to the exclusive jurisdiction of the courts of British Columbia.
40. Objections and complaints concerning the software and/or these terms will be resolved using the following process:
  - a. First, we will discuss the suggestion, objection or complaint with you to ensure we understand it and to try to resolve it.
  - b. Second, if the discussion does not resolve the complaint and if we both agree, the issue will be mediated using the services and rules of an established body of mediators in British Columbia.
  - c. Third, if steps a and b do not resolve the complaint, then the issue shall be litigated in the courts of British Columbia or, if we both agree, arbitrated in British Columbia.
  - d. to contact BuiltSpace concerning any suggestions, objections or complaints about the software and/or these terms, please contact us at [info@builtspace.com](mailto:info@builtspace.com) or 505 - 1281 W. Georgia Street, Vancouver, BC V6E 3J7
41. Neither party shall be in default if its failure to perform any obligation under this Agreement is caused solely by conditions beyond that party's reasonable control, including acts of God, acts of nature, civil commotion, war, strikes, labour disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.

42. No waiver of any default or breach of a term of these Terms of Use shall be or imply a waiver of any other default or breach of these Terms of Use or any other agreement between BuiltSpace and the Subscriber or those for whom he Subscriber is responsible in law. The failure of BuiltSpace to exercise or enforce any of its rights in these Terms of Use shall not waive the right or the ability of BuiltSpace to insist on the performance of the right.
43. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. User may not assign this Agreement without BuiltSpace's prior written consent, BuiltSpace may assign this Agreement to any parent, subsidiary or affiliate or to any successor to its business, and BuiltSpace may subcontract any or all of its obligations hereunder, but shall nevertheless remain responsible for the performance of its obligations hereunder.
44. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.
45. The subscription agreement, our privacy policy and these terms are the entire agreement between you and BuiltSpace concerning the use of the software.
46. The parties hereto have requested that this agreement be drawn up in the English language. Les parties aux présentes ont exigé que cet acte soit rédigé en langue anglaise.
47. In these terms of use:
  - a. "**Building**" is the building, structure, or space in which the User is a member through our software;
  - b. "**Building Info**" is information about the role of that User in a Building, the connections between the Building and other Buildings, the identity and classification of other users as friends, the connections between the User and Fellow Users in the Building and Fellow Users in other Buildings, and the interactions and

communications with those other Buildings and the Users in them and the identity of Users whom the User invites to use the software;

- c. “**BuiltSpace**”, “**our**” and “**we**” means BuiltSpace Technologies Corporation;
- d. “**Fellow Users**” means other Users of the software and includes other Users within the Building in which the User is a member;
- e. “**Friend**” is a User designated as a “friend” by a Fellow User;
- f. “**Privacy policy**” is the privacy policy, as amended from time to time, located at: <http://www.builtspace.com/Privacy>;
- g. “**software**” or “**Software**” means, collectively and individually, BuiltSpace’s software and website which is located at [www.builtspace.com](http://www.builtspace.com).
- h. “**subscription agreement**” means the agreement by which you subscribed to use the software;
- i. “**terms**” means these terms of use and includes any amendments or additions made to them from time to time;
- j. “**User**” or “**you**” means a user of the software;
- k. “**User Privilege**” means the privilege granted to the User by BuiltSpace and by the Building’s administrator of its account in BuiltSpace.