

# WEBSITE AND MOBILE APPLICATION TERMS OF USE

The Ivanhoé Cambridge Inc.<sup>1</sup> ("**Ivanhoé Cambridge**") Website ("**Website**") and the mobile application ("**mobile app**") are offered to you subject to your acceptance of the Terms and Conditions contained herein.

YOUR USE OF THE WEBSITE AND MOBILE APP CONSTITUTES YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU SHALL DISCONTINUE YOUR USE OF THE WEBSITE AND THE MOBILE APP.

## **Ownership of Website and mobile app**

All right, title and interest in the Website is owned by or licensed by Ivanhoé Cambridge. The materials provided on the Website and the mobile app including, without limitation, all content, site design, text, graphics are protected by copyright, trademark and other intellectual property laws. Any unauthorized use of the materials is strictly prohibited.

## **Personal and Non-Commercial Use Limitation**

Unless otherwise specified, the Website and the mobile app are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, transfer, or sell any information or services obtained from the Website and the mobile app without the express written consent of Ivanhoé Cambridge, which consent shall be at Ivanhoé Cambridge's sole discretion.

## **Modification of these Terms of Use**

Ivanhoé Cambridge reserves the right to amend these terms and conditions at any time by posting the amended terms on the Website and the mobile app, which posting shall constitute notice to you. Your continued use of the Website and/or the mobile app following such notice will constitute your: (a) acknowledgement of the modified Terms and Conditions; and (b) agreement to abide and be bound by the modified Terms and Conditions.

All amended terms and conditions will immediately become in force at the time of their posting.

## **Disclaimer**

YOUR USE OF THE WEBSITE AND THE MOBILE APP AND SERVICES AVAILABLE ON OR THROUGH THE WEBSITE OR THE MOBILE APP IS AT YOUR OWN RISK AND THE COMPANY IS NOT RESPONSIBLE FOR ANY LOSS OF ANY DATA OR OTHER DAMAGE THAT MAY ARISE FROM THE USE OF THE WEBSITE AND THE MOBILE APP.

THE WEBSITE AND THE MOBILE APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

IVANHOÉ CAMBRIDGE, ITS AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THAT THE WEBSITE AND THE MOBILE APP WILL BE UNINTERRUPTED, SECURE, ERROR FREE, ACCURATE, COMPLETE OR CURRENT. NOR DOES IVANHOÉ CAMBRIDGE MAKE ANY WARRANTY AS TO THE RESULTS

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<sup>1</sup> Ivanhoé Cambridge means all real estate subsidiaries owned directly or indirectly by la Caisse de dépôt et placement du Québec and grouped and operating under the Ivanhoé Cambridge banner.

THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE AND THE MOBILE APP OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED, THROUGH THE WEBSITE OR THE MOBILE APP.

ANY MATERIAL AND/OR DATA UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE OR THE MOBILE APP IS DONE AT YOUR OWN DISCRETION AND RISK. IVANHOÉ CAMBRIDGE DOES NOT WARRANT OR GUARANTEE THAT SUCH MATERIALS AND/OR DATA ARE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE THAT MAY DAMAGE OR INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY.

YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM UPLOADING AND/OR DOWNLOADING SUCH MATERIAL AND/OR DATA.

You hereby acknowledge and agree that: (a) Ivanhoé Cambridge does not screen the employment listings posted on the Website and the mobile app; (b) Ivanhoé Cambridge does not guarantee the nature of the positions listed on the Website and the mobile app or the truth or accuracy of the description of such positions; (c) your application via the Website or the mobile app does not create an employer-employee relationship with Ivanhoé Cambridge; and (d) Ivanhoé Cambridge shall not be liable for any employment decisions that you make as a result of your reliance on any information posted on the Website and the mobile app.

#### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IVANHOÉ CAMBRIDGE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE OR THE MOBILE APP, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF IVANHOÉ CAMBRIDGE HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE OR THE MOBILE APP, OR WITH ANY OF THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE AND THE MOBILE APP.

#### **Unlawful or Prohibited Use**

As a condition of your use of the Website and the mobile app, you warrant to Ivanhoé Cambridge that you will not use the Website or the mobile app for any purpose that is unlawful or prohibited by these Terms or Conditions.

You agree not to upload or otherwise transmit through the Website or the mobile app any unlawful, harassing, false, misleading, libelous, abusive, profane, threatening, harmful, vulgar, obscene, sexually explicit, pornographic or otherwise objectionable material of any kind or nature. You further agree not to gain or attempt to gain unauthorized access to other computer systems via the Website or the mobile app.

You agree not to upload or otherwise transmit to or through the Website or the mobile app any material that: (i) infringes on any rights of third parties; and/or (ii) contains any virus or other harmful code that may change or disrupt the Website or the mobile app or any other user's equipment or software.

## **Links to Other Sites**

The Website or the mobile app may contain links to other websites ("Linked Sites") operated by parties other than Ivanhoé Cambridge. Such Linked Sites are not under the control of Ivanhoé Cambridge and Ivanhoé Cambridge is not responsible for the contents of any Linked Site. Ivanhoé Cambridge is providing you with a link to the Linked Sites as a convenience and the inclusion of any such link does not imply endorsement by Ivanhoé Cambridge of the Linked Site or any association with its operators.

## **Privacy Policy**

Your use of the Website or the mobile app is also governed by the Ivanhoé Cambridge [Privacy Policy](#) which provides information on practices governing your collection, use and disclosure of personal information.

## **Electronic Communications**

For information on the type of electronic communications, including commercial electronic communications that you may receive from Ivanhoé Cambridge and how you may update or withdraw consent to receive such commercial electronic communications, please read the Company [Privacy Policy](#).

## **Indemnification**

You agree to indemnify and hold Ivanhoé Cambridge, its subsidiaries, affiliates, directors, officers and employees, harmless from all claims, liabilities, damages, losses, including reasonable legal fees and expenses, due to or arising out of your use of the Website or mobile app or your breach of these Terms of Conditions.

## **Termination**

Either you or Ivanhoé Cambridge may terminate this relationship with or without cause at any time.

You agree that Ivanhoé Cambridge may, in its sole discretion, terminate or suspend your access to all or part of the Website or the mobile app for any reason, including, without limitation, breach of the Terms and Conditions. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating this relationship and such activity may be referred to appropriate law enforcement authorities.

Should you object to the Terms and Conditions or any subsequent modifications thereto or become dissatisfied with the Website or the mobile app in any way, your only recourse is to immediately discontinue your use of the Website and the mobile app.

Ivanhoé Cambridge shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension.

## **Applicable Law and Governing Law**

You agree to comply with all applicable laws and regulations. These Terms and Conditions and all related transactions shall be governed by the laws of the Province in which the shopping centre to which the Website and the mobile app refers is located and the applicable laws of Canada. The parties hereby agree to the non-exclusive jurisdiction of the courts of the Province in which the shopping centre to which the Website and the mobile app refers is located.

## **Severability**

In case any of the provisions of these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **Headings**

The section headings used herein are for convenience of reference only and do not form part of these Terms and Conditions.

## **Benefit of the Agreement**

These Terms and Conditions are binding upon and shall ensure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns. You shall not assign or transfer your rights or obligations hereunder without Ivanhoé Cambridge's prior written consent, which consent shall be at Ivanhoé Cambridge's sole discretion.

## **Contacting Ivanhoé Cambridge**

If you have any questions about these Terms and Conditions in respect of this Website or the mobile app, please direct your inquiry to the Communications and Public Affairs Service of the Society, Ivanhoé Cambridge, Centre CDP Capital, 1001, square Victoria, Suite C-500, Montreal (QC) H2Z 2B5 Canada or contact us at [secretariat@ivanhoecambridge.com](mailto:secretariat@ivanhoecambridge.com) or at (514) 841-7600.