



Terms of use

Use of this website and the information, products and services described on this website or to be obtained through this website is subject to the following terms and conditions, and your use of this website constitutes acceptance by you of these terms and conditions. If you do not agree with these terms and conditions, you must not use this website.

These terms and conditions may vary in situations where special arrangements have been negotiated in writing by a party with Dye & Durham Corporation.

Dye & Durham Corporation may make changes to these terms and conditions at any time and from time to time for any reason without notice to you. You should periodically revisit these terms and conditions to review the current terms and conditions governing your use of this website.

Privacy

We respect your right to privacy. Dye & Durham Corporation has adopted a Privacy Policy that is linked hereto and the terms of the Privacy Policy are part of these terms and conditions.

Availability of Website

Access to this website is available 24 hours a day, 7 days a week, subject to the right of Dye & Durham Corporation to suspend the operation of this website, or the availability of all or any products or services on or to be obtained through this website, for any period of time without any prior notice, whether for the purposes of website upgrading, system maintenance or otherwise. This website and the information, products and services obtained through this website may be modified, deleted, edited or withdrawn by Dye & Durham Corporation at its discretion and at any time without prior notice.

Business Hours

Dye & Durham Corporation's regular hours of business are 8:30 a.m. to 8:30 p.m. (Eastern Standard Time), Mondays to Fridays, except statutory and some optional holidays in Toronto, Ontario. Special arrangements may be made with Dye & Durham Corporation to complete services outside of these regular business hours.

Security of Login ID and Password

Dye & Durham Corporation may issue a login ID and password to you to access this website and the products and services to be obtained on or through this website. Your use of a login ID and password constitutes your agreement with all policies, standards and procedures that may be issued by Dye & Durham Corporation from time to time (the "Policies") with respect to the use of your login ID and password. You further agree that it is your responsibility to take necessary precautions to ensure that your login ID and password are kept confidential. Dye & Durham Corporation reserves the right to deactivate any login ID and password which has been inactive for 90 days, or if you have violated any of the Policies, or if you have failed to pay charges when due to Dye & Durham Corporation.

Processing of Work Orders or Requests For Service

Dye & Durham Corporation will process work orders or other requests for service upon receipt, whether in paper or electronic form, during its regular business hours unless special arrangements

are made with Dye & Durham Corporation to complete services outside of these regular business hours. The completion time for a work order will vary depending on the type of work to be completed, the sufficiency and completeness of instructions received from the customer, the availability and limitations of government and third party databases, the processing time of government and third party offices and registries, the requirement to use third parties, and other factors beyond the control of Dye & Durham Corporation.

Accuracy of Information and Instructions

It is your responsibility to provide accurate and complete information and instructions to Dye & Durham Corporation. Written instructions should be provided on the paper or electronic work order forms provided by Dye & Durham Corporation, or otherwise as may be agreed between you and Dye & Durham Corporation.

You acknowledge and agree that:

1. You are entirely responsible for the formulation, accuracy and completeness of your service requests;
2. The completeness and accuracy of the services you receive will depend on the formulation, accuracy and completeness of your service requests;
3. You are entirely responsible for determining which services you desire, for preparing and submitting accurate and complete service requests, and for reviewing the services you receive; and
4. Dye & Durham Corporation will not be responsible for unauthorized access to or alteration of your service requests or services, or for them not being transmitted or received.

Dye & Durham Corporation will accurately report to you all information contained in files and records maintained by public, government and third party registries and databases to which Dye & Durham Corporation is granted access. Dye & Durham Corporation cannot guarantee the following:

1. The accuracy of a real property legal description where you provide Dye & Durham Corporation with a civic address only;
2. The accuracy or completeness of the information obtained from any public, government or third party registry or database;
3. The timeliness of registration of manual or electronic forms, applications, documents or instruments at or in public, government or third party registries or databases; and
4. That public, government, third party registries, and third party providers will function without error, failure or interruption

Service and Defect Guarantees

Dye & Durham Corporation provides service and defect guarantees which vary depending on the type of service. If you are dissatisfied with the way your work was handled and it was not completed in accordance with our service or defect guarantee, we will take all commercially reasonable steps to correct the work and/or issue a credit of Dye & Durham Corporation's fees to you.

Use of Third Parties

Dye & Durham Corporation may, at its sole discretion, use third parties to complete work or services. Dye & Durham Corporation will use reasonable care in the selection of third parties and providing instructions to third parties. Dye & Durham Corporation cannot guarantee the performance of third

parties or the timeliness of performance by third parties including, without limitation, courier or delivery services.

Invoices and Payment Terms

All invoices issued by Dye & Durham Corporation are due and payable within 30 days of the date of the invoice except for property transfer tax amounts paid by Dye & Durham Corporation on request of a client which are due and payable to Dye & Durham Corporation within 7 days of payment. Outstanding amounts not paid when due are subject to a service charge of 2% per month (26.8% per annum) from the date of the invoice or, in the case of property transfer tax, from the date the tax was paid by Dye & Durham Corporation. Payment to Dye & Durham can be made by cheque, bank draft or money order. On-line payment may only be made by Visa or Mastercard.

No Legal Advice

The information, products and services on this website are provided with the understanding that at no time does Dye & Durham review documents for legal sufficiency, draw legal conclusions, provide legal advice or apply the law to the facts of your particular situation, and its services are not a substitute for the advice of a lawyer. The provision of information, products and services on and through this website is not intended to create, and the receipt of any information, products and services does not constitute, a lawyer-client relationship. Communications between you and Dye & Durham Corporation are protected by our Privacy Policy, but are not protected by the lawyer-client privilege.

Disclaimer and Limitation of Liability

YOUR USE OF THIS WEBSITE AND ANY CONTENT DOWNLOADED FROM IT IS AT YOUR OWN RISK. THIS WEBSITE AND ALL INFORMATION, PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED BY DYE & DURHAM CORPORATION TO THE FULLEST EXTENT PERMITTED BY LAW. DYE & DURHAM CORPORATION DOES NOT REPRESENT OR WARRANT: (1) THE QUALITY, ACCURACY OR COMPLETENESS OF ANY CLAIMS, STATEMENTS OR INFORMATION ON OUR WEBSITE OR THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEBSITE OR THE PRODUCTS AND SERVICES ON OR TO BE OBTAINED THROUGH THIS WEBSITE; (2) THE SUITABILITY OF ANY OF THE INFORMATION, PRODUCTS AND SERVICES CONTAINED ON THIS WEBSITE OR OBTAINED THROUGH THIS WEBSITE FOR ANY PURPOSE; (3) THAT THIS WEBSITE OR THE INFORMATION, PRODUCTS AND SERVICES ON OR TO BE OBTAINED THROUGH THIS WEBSITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; AND (4) THAT THIS WEBSITE OR THE INFORMATION, PRODUCTS AND SERVICES ON OR TO BE OBTAINED THROUGH THIS WEBSITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS, INCLUDING BUT NOT LIMITED TO BEING FILED WITHIN THE SPECIFIED TIME AND/OR LIMITATION PERIOD.

IN NO EVENT SHALL DYE & DURHAM CORPORATION BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT OR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR ANY LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, DATA, DOCUMENTS, PROPERTY, MATERIALS OR EQUIPMENT, OR OTHER ECONOMIC ADVANTAGE OR INTANGIBLE LOSS), ARISING OUT OF OR IN CONNECTION WITH (1) THE USE OF, OR DELAY OR INABILITY TO USE, THIS WEBSITE OR ANY INFORMATION, PRODUCTS OR SERVICES OBTAINED THROUGH THIS WEBSITE; (2) UNAUTHORIZED ACCESS TO, ALTERATION OF, OR INACCURACY, ERROR

OR OMISSIONS IN YOUR CONTENT, TRANSMISSIONS OR DATA; (3) SERVICE OUTAGES THAT ARE CAUSED BY DYE & DURHAM CORPORATION'S MAINTENANCE ON THE TECHNOLOGY THAT UNDERLIES THIS WEBSITE; (4) PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS; (5) FAILURES OF DYE & DURHAM'S SERVICE PROVIDERS (INCLUDING TELECOMMUNICATIONS, HOSTING, AND POWER PROVIDERS); (6) COMPUTER VIRUSES; (7) NATURAL DISASTERS OR OTHER DESTRUCTION OR DAMAGE OF DYE & DURHAM'S FACILITIES, ACTS OF NATURE, WAR, CIVIL DISTURBANCE, OR ANY OTHER CAUSE BEYOND DYE & DURHAM'S REASONABLE CONTROL; OR (8) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR OTHERWISE ARISING OUT OF THE USE OF THIS WEBSITE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THERE IS A FUNDAMENTAL BREACH OR IF DYE & DURHAM CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, DYE & DURHAM CORPORATION IS NOT LIABLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY ACTING ON INSTRUCTIONS FROM DYE & DURHAM CORPORATION.

Links to Third Party Sites

This website contains hyperlinks to websites operated by parties other than Dye & Durham Corporation. Such hyperlinks are provided for your reference only. Dye & Durham Corporation does not control such websites and is not responsible for their contents. No endorsement of any third-party products or services is expressed or implied by any information, material or content referred to or included on, or linked from or to this website. Your access and use of such sites, including information, material, products and services therein, are solely at your own risk. Furthermore, our Privacy Policy is applicable only when you are on our website. Once linked to another website, you should read that site's privacy policy before disclosing any personal information.

Intellectual Property Rights

Dye & Durham Corporation either owns the intellectual property rights in the underlying HTML, text, audio clips, video clips and other content on our website (including the organization and layout of this site), or has obtained the permission of the owner of the intellectual property of such content to use the content on our website. No reproduction, distribution, or transmission of the copyrighted materials on this site is permitted without the prior written permission of Dye & Durham Corporation.

Waiver

Any failure by Dye & Durham Corporation to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or rights contained in these terms and conditions.

Severability

If any part of these terms and conditions is determined to be unlawful, void, invalid or unenforceable, then that part shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other part of these terms and conditions.

Governing Law

This agreement and the resolution of any dispute related to this agreement or access to or use of this website and the information, products and services obtained through this website shall be

governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (without giving effect to any principles of conflicts of law). You consent and submit to the exclusive jurisdiction of the courts located in the Province of Ontario in all questions and disputes arising out of your use of this website and this agreement.

Legal Notices

Communications made through this website's e-mail and messaging system is for convenience only and shall not be deemed to constitute legal notice to Dye & Durham Corporation, or any of its officers, agents, employees or representatives, with respect to any existing or potential claim, or cause of action, or for any other purpose.