



## BUILDER MEMBER PORTAL

### TERMS AND CONDITIONS OF USE

#### PLEASE READ THE FOLLOWING CAREFULLY

As a Builder Member (the "Builder," "you" and "your") registered with The Alberta New Home Warranty Program (the "Program"), and in order to create an account on the builder member portal (the "Portal"), you must observe and abide by the terms and conditions of use outlined below (the "Terms and Conditions"). By clicking on "I Agree" you confirm that you are legally bound by these Terms and Conditions.

1. **Privacy Policy.** Your privacy is important to the Program. The Program's privacy policy is incorporated into these Terms and Conditions by reference. Any personal information you supply to the Program when using the Portal will be used by the Program in accordance with the Program's Privacy Policy. A copy of the Privacy Policy can be found at <http://builders.anhwp.com/privacypolicybuilder/>.
2. **Modification of Terms and Conditions.** The Program may from time to time, in its sole and unfettered discretion, change, modify, add or remove portions of the Terms and Conditions. Please read the Terms and Conditions prior to requesting any services or approving any financial transactions through the Portal.
3. **Modification of Portal.** The Program may from time to time, in its sole and unfettered discretion, change, modify, add or remove portions or aspects of the Portal. Your continued use of your account after such changes constitutes your binding acceptance of such changes.
4. **Password.** When you create your online account on the Portal, you will be asked to provide a password. You should keep your password **confidential**. You are solely responsible for keeping your password confidential and secure. If you believe the security of your password has been compromised in any way, please ensure that you change your password immediately using the appropriate links on the Portal.
5. **Home Information.** If you have any concerns regarding the information found on the Portal with respect to your company, please contact the Program for clarification. In the event that there is disagreement with respect to this information, the Program's determination, in its sole and unfettered discretion, with respect to said disagreement shall be final.
6. **Account Information.** You acknowledge and agree that the information you provide to the Program during account creation through the Portal and at all other times will be true, accurate, current and complete. You also acknowledge and agree that you will keep said information accurate and up-to-date at all times.

7. **Payment Terms and Credit Card Information.** The Program may charge fees for certain Portal features. Should you elect to use such features, you shall pay all applicable fees as described on the Portal. The Program may, in its sole and unfettered discretion, change its fees at any time. You are responsible for all charges incurred under your account by you or anyone else who uses your account. If your payment fails, the Program may collect fees owed using other collection mechanisms.

Your credit card information may be stored with third-party service providers. Any party to which the Program discloses your credit card information must sign a confidentiality agreement or other legal contract which requires any such party to only use your credit card information for the purposes of completing and verifying financial transactions related to services requested through the Portal.

8. **Proprietary Rights.** The Portal and the Program's website is owned and operated by the Program. All elements of the Portal and the Program's website including, but not limited to, any and all documents, information, reports, products, software, services are the sole property of the Program and include copyrighted material, trademarks, and other proprietary information.
9. **Limitation of Liability.** Under no circumstances will the Program, its contractors, employees or agents be liable for any direct or indirect, special, incidental, consequential, punitive or exemplary damages or for any losses arising out of your use of or access to, or inability to use or access, the Portal, howsoever arising and regardless of the cause of action, including but not limited to negligence, even if the Program is advised of the possibility of such damages.
10. **Limitation of Warranty.** You understand and agree that the Portal, and the information therein, is provided on an "as-is" basis. The Program disclaims all warranties of any kind, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose, and the Program makes no warranty or representation regarding the results that may be obtained from the use of the Portal or that the Portal will meet any user's requirements, be uninterrupted, timely, secure or error free.
11. **Indemnity.** You will indemnify, defend and hold the Program, its affiliates, sub-contractors, and representatives harmless from and against any and all liabilities, expenses and costs, including reasonable legal fees and expenses, incurred by either of them in connection with any claim, demand or proceeding arising out of, related to, or connected with your breach of these Terms and Conditions, or any wrongful conduct by you or anyone else who accesses and/or uses your account under these Terms and Conditions at law. You will assist and co-operate as fully as reasonably required by the Program in the defense of any such claim, demand or proceeding.
12. **Functionality, Availability, and Interruption.**
- a. The Program will use reasonable efforts to make the Portal available at all times. However, you hereby acknowledge that the Portal is enabled and can only function

- through the internet and mobile networks. Accordingly, the quality and availability of the Portal may be affected by factors outside the Program's reasonable control.
- b. The Program does not accept any responsibility whatsoever for the unavailability of the Portal, or any difficulty or inability to download or access content or any other system failure which may result in the Portal being unavailable. In addition, the Program may in its sole and unfettered discretion at any time terminate your access to and use of the Portal, without any prior notice or liability to you or any other person.
  - c. Your access to and/or use of the Portal may be interrupted and may not be error-free, accurate, complete or current at all times.

**13. Miscellaneous.**

- a. **Governing Law and Forum.** These Terms and Conditions shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein. The Program and the Builder irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta.
- b. **Entire Agreement.** These Terms and Conditions constitute the entire agreement between you and the Program regarding the use of the Portal.
- c. **Severability.** If any provision of these Terms and Conditions is held to be invalid or unenforceable for any reason, then that provision will be deemed to be severed from these Terms and Conditions and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of any such severance these Terms and Conditions would fail in their essential purpose.
- d. **Waiver.** No consent or waiver by any party to or of any breach or default by any other party in its performance of its obligations under these Terms and Conditions will be: (a) 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; or (b) effective unless in writing and signed by all parties.

- 14. Termination.** Notwithstanding termination or closure of your online account, sections 7, 8, 9, 10, 11, and 14 of the Terms and Conditions herein shall survive and continue.