

# Otto by Oxford Terms of Use

**Last Updated: March 31, 2021**

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**THESE TERMS OF USE AFFECT YOUR LEGAL RIGHTS AND LIMIT OXFORD'S LIABILITY AND THE LIABILITY OF THIRD PARTIES.** You agree to these Terms of Use when you use the App even if you choose not to read them. If you do not agree to these Terms of Use, your sole recourse is to discontinue use of the App immediately and uninstall the App from your device.

**IMPORTANT INFORMATION FOR U.S. RESIDENTS:** If you are a resident in the United States, these Terms of Use contain a **MANDATORY ARBITRATION CLAUSE** requiring you to resolve all disputes through binding individual arbitration and a class action waiver. You are waiving any right to have disputes with Oxford decided by a judge or jury and you waive your right to participate in class actions, class arbitrations or representative actions.

**THE APP IS NOT FOR CHILDREN UNDER THE AGE OF 16.** If you are between 16 years of age and the age of majority in the jurisdiction in which you live, you may only use the App with the supervision of a parent or legal guardian. Your parent or legal guardian must agree to be bound by these Terms of Use.

## **Oxford is not responsible for Lane or other third parties**

Lane Technologies Inc. is the developer and provider of the App. Oxford is not responsible for any dispute between you and Lane with respect to your use of the App.

The App provides you with access to a virtual marketplace. You will find information and services provided by third parties, such as tenants, retailers and others. Oxford is not responsible for these third parties or the fulfillment of any purchase you make from those third parties.

In the event of a dispute between you and Lane or another third party arising from your use of the App, your sole recourse is against Lane or the applicable third party. If you seek a remedy against Lane or another third party for any damage you suffered as a result of your use of the App that arose from or is connected to an act or omission of Oxford, you agree that your claim against Lane or the other third party will be limited by the limitations of liability and disclaimers in these Terms of Use.

## **Accuracy of information**

Although Oxford strives to provide accurate information in the App, errors may occur. Oxford does not warrant that the information in the App is accurate, complete, reliable, current or error free. Oxford reserves the right to correct any errors at any time without prior notice.

## Your obligations when using the App and Oxford's services

### *Minimum age*

By using the App or Oxford's services, you represent that you are at least 16 years of age. If you are between 16 years of age and the age of majority in the jurisdiction in which you are using the App, you must only use the App under the supervision of your parent or legal guardian who agrees to these Terms of Use. If you are a parent or legal guardian of a minor using the App, you must monitor and supervise the use of the App by the minor and you are responsible for all financial charges and legal liability of the minor.

### *Accurate information*

You may not submit any content to the App that is purposely inaccurate, impersonates another person or falsifies information. You agree to provide accurate information to the App and keep that information up to date.

### *Creating a profile*

In order to use the App, you must provide Lane with your name and email address. This information is used to create a profile for you. Your profile is personal to you. You may not lend or allow another person to use your profile. You are responsible for all activity under your profile.

### *Do not take our property or any third party's property*

You are not permitted to use any scripts or technologies to crawl, scrape, spider, index, or frame any page or content in the App or to reverse engineer or attempt to obtain the source code of the App.

### *Do not harm the App or Oxford's services*

You must not submit content to the App that contains viruses or malware. You must not tamper or interfere with the proper functioning of any part of the App or Oxford's services. You must not attempt to crash or overload the App. You must not attempt to evade or test Oxford's security measures or attempt to hack the App. Do not spam users of the App.

### *Do not violate the rights of other people*

You may not submit content to the App that defames anyone or violates the legal rights of anyone, including their intellectual property rights, rights of privacy, or rights of publicity.

### *Do not misuse the App or Oxford's services*

You must not submit content to the App that advertises, or solicits other users to become a customer of another app or site or that advertises or solicits for political or religious purposes.

## Ownership of the App and the App Content

The App and any content available in or through the App (including, without limitation, all text, graphics, videos, audio, icons, scripts, software, designs, applications, data, and other elements available on or through the App and Oxford's services) are proprietary to Oxford, Lane, or third-party providers and licensors. If you comply with these Terms of Use, you have a limited, personal, non-transferable, nonexclusive, revocable license to use the App and the content for non-commercial purposes. You agree not to reproduce, distribute, create derivative works from, publicly display, publicly perform, license, sell, or re-sell Oxford's services or any of the App's content. You may print individual App pages provided that you do not modify the pages or remove or alter any marks, notices or disclaimers.

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### Responsibility for third party websites and other links

The App may contain links to third party websites. Oxford is not responsible for the content of any third-party linked site or any link contained in a linked site. Oxford is not responsible for the acts or omissions of any operator of any such site. Your use of any such third-party site is at your own risk and will be governed by such third party's terms and policies (including any applicable third-party privacy policy).

### Your submissions

The App may permit users to post reviews or comments or to send Oxford feedback or ideas. If you choose to make this type of submission, you agree to comply with these Terms of Use and you represent and warrant that your submission is not subject to any confidentiality obligations or third party intellectual property rights, that you own and control all of the rights to the submission, and that you have the authority to grant these rights to Oxford.

If you make a submission, you thereby grant Oxford, Oxford's successors, assigns and licensees a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, world-wide, assignable, sub-licensable, right and license to use, produce, reproduce, modify, combine with other works, adapt, publish, perform, translate, create derivative works from, distribute, communicate to the public by telecommunications, display and exploit the submission for any purpose (commercial or otherwise) in any media or using any technology now known or later developed, without providing any attribution or compensation to you. You agree, represent and warrant that all moral rights in your submission are waived in favour of Oxford and Oxford's successors, assigns and licensees. Oxford disclaims any obligation of confidence or other duties to you regarding your submission.

### Consent to Installation and Updates and Upgrades

Oxford wants you to use the most recent version of the App to ensure you have the latest features, bug fixes and more.

By downloading or installing the App, you consent to the installation of the App and to future updates and upgrades. These updates and upgrades may occur for various reasons including adding or removing functionality, fixing bugs, and addressing issues relating to security or performance. Your mobile phone or other device may prompt you to accept the installation of the update or upgrade for the App. You agree to use the most current version of the App available in Apple App Store or Google Play, and understand that Lane may only support the most current version of the App.

In some cases, an update or upgrade may be installed automatically. YOU AGREE TO THE AUTOMATIC INSTALLATION OF UPDATES AND UPGRADES. You can withdraw your consent at any time by uninstalling the App. To request assistance with the removal or disabling of the App, please contact Oxford at [support@ottobyoxford.com](mailto:support@ottobyoxford.com).

The App works by communicating with Lane, Oxford and third parties to provide you with the functionality in the App. THEREFORE, YOU ACKNOWLEDGE AND UNDERSTAND AND AGREE that the App (including any updates or upgrades) may (i) cause your device to automatically communicate with Lane's, Oxford's or other third party's servers to deliver the functionality described in these Terms of Use (and as described where you downloaded the App) and to record usage metrics, (ii) affect app-related preferences or data stored in your device, and (iii) collect personal information and other information as described in the [Lane Privacy Notice](#) and the App [Privacy Notice](#).

Your telecommunications services provider may impose data charges when you use the App or for data charges for updating or upgrading the App if you have not restricted updates and upgrades to wi-fi connections.

### Push Notifications and Emails

You may receive push notifications or emails for building announcements, events, offers and interactive services. You can turn off push notifications at any time by adjusting your device settings. You can unsubscribe from commercial electronic messages by using the unsubscribe links.

### Disclaimer of representations, warranties and conditions

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IN NO EVENT WILL OXFORD'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH OXFORD'S USE OF OTTO EXCEED CAD \$10.00. YOU AGREE THAT THIS AMOUNT IS A FAIR AMOUNT GIVEN YOUR USE OF OTTO IS COMPLIMENTARY AND THAT OXFORD WOULD HAVE CHARGED YOU FOR THE USE OF OTTO IF THIS LIMITATION OF LIABILITY WAS NOT IN PLACE.

#### Quebec

If you are ordinarily resident of Quebec, you are only entitled to those warranties that are expressly required by law and that cannot be disclaimed and Oxford limits and disclaims Oxford's liability to the fullest extent permitted by applicable Quebec law.

#### Indemnification

You agree to defend, indemnify, and hold Oxford and its directors, officers, employees and representatives harmless from and against any and all liabilities, claims, damages, costs, and expenses, including lawyer's fees and expenses and court costs and awards, arising from or related to your misuse of the App or Oxford's services, providing Oxford with inaccurate or fraudulent information, or any other breach by you of these Terms of Use. Oxford reserves the right to choose counsel if Oxford does not agree with your choice. Oxford also reserves the right to assume control of any defence. You agree to cooperate with Oxford in the defence of any claim whether or not Oxford assumes defence of it. You will not settle any claim that involves injunctive relief or mandatory orders against Oxford without Oxford's consent.

#### Intellectual property infringement reporting (Digital Millennium Copyright Act)

If you own copyright, trademark, patent, or other intellectual property rights or are the authorized agent for such an owner, and you have a good faith belief that Oxford's content in the App violates those intellectual property rights, you may report your concern by submitting a complaint to Legal Department, Oxford Properties Group, 900-100 Adelaide Street West, Toronto, Ontario Canada M5H 0E2.

Oxford complies with the provisions of the Digital Millennium Copyright Act. If you are a U.S. copyright holder and have a concern regarding the use of copyright material, please send your report to: Legal Department, Oxford Properties Group, 900-100 Adelaide Street West Toronto, Ontario Canada M5H 0E2. Your report must include: include the following: (i) a physical or electronic signature of the copyright holder or a person authorized to act on his or her behalf; (ii) a description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a

representative list of such works at that site; (iii) description of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit the service provider to locate the material; (iv) information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail address; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### Availability, Changes and Discontinuance of the App

There may be interruptions in your use of the App due to routine maintenance or to circumstances inside or outside of Oxford's control. Oxford reserves the right to restrict access to all or part of the App without notice for any reason in Oxford's sole discretion. In addition, Oxford may also discontinue all or part of the App or Oxford's services offered through the App without notice for any reason in Oxford's sole discretion, even if you have already made a request, reservation or otherwise used the App.

### Governing law and disputes

(Not applicable in Quebec) These Terms of Use and all related matters are governed solely by the laws of the Province of Ontario, Canada, the applicable federal laws of Canada without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Subject to the provisions relating to Arbitration below, any dispute between you and Oxford arising out of or relating these Terms of Use shall be resolved before the courts located in the Province of Ontario, sitting in the City of Toronto.

If you are a resident of Quebec when you use the App, these Terms of Use and all related matters are governed solely by the laws of the Province of Quebec, Canada, the applicable federal laws of Canada without regard to conflict of laws principles and all disputes shall be resolved before the Courts of Quebec, sitting in the City of Montreal. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

### Arbitration, class action waivers, no jury trial

This section applies if you reside in the United States of America.

#### *Binding Arbitration*

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES OR CLAIMS BETWEEN YOU AND OXFORD ARISING OUT OF, RELATING IN ANY WAY TO, OR IN CONNECTION WITH THE USE OF OTTO OR ANY OXFORD SERVICES SHALL BE RESOLVED EXCLUSIVELY BY FINAL, BINDING ARBITRATION.

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE GIVING UP THE RIGHT TO GO TO COURT AND HAVE A DISPUTE HEARD BY A JUDGE OR JURY.

The provisions of this section shall constitute a written agreement with Oxford to arbitrate disputes under the Federal Arbitration Act (United States). The arbitration shall be administered by the American Arbitration Association and conducted before a single arbitrator pursuant to its rules, including, without limitation, the American Arbitration Association's Consumer-Arbitration Rules, available at <https://www.adr.org/consumer>. The arbitrator will apply and be bound by this section, apply these Terms of Use and applicable law to the facts, and issue a reasoned award, if appropriate.

To begin an arbitration proceeding, you must submit the dispute by utilizing the forms available at <https://www.adr.org/consumer>, and by simultaneously sending a copy of the completed form to the following address: Legal Department, Oxford Properties Group, 100 Adelaide Street West, Suite 900, Toronto, Ontario, Canada M5H 0E2.

Payment of all filing, administration, and arbitrator fees will be governed by the American Arbitration Association rules. In the event the American Arbitration Association is unavailable or unwilling to hear the dispute, you will cooperate with Oxford to select another arbitration provider.

### *No Class Actions*

You agree that you will bring any claim against Oxford in your individual capacity and not as part of a class arbitration, class proceeding, or representative action.

### *No Jury Trial*

If for any reason a claim or proceeding in a court is permitted, you waive any right to a jury trial.

### **Export Controls**

the App may be subject to Canadian or United States export controls. You may not export or re-export the object code, source code or other software comprising the App or any integration into the App in violation of Canadian and U.S. export laws.

### **Entire Agreement, Severability, Assignment, Termination**

#### *Entire Agreement*

These Terms of Use, the App [Privacy Notice](#), and all other disclaimers and warnings on the App constitute the entire agreement between you and Oxford.

#### *Severability*

If any provision of these Terms of Use is held by a court or arbitrator to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect.

#### *Assignment*

You may not assign your rights and obligations under these Terms of Use. Oxford may assign its rights and obligations under these Terms of Use without your consent.

#### *Termination*

If you terminate or Oxford suspends your account or these Terms of Use are terminated for any reason, you and Oxford will continue to be bound by these Terms of Use regarding any matter arising out of or relating to your prior access to and use of the App.

### **Changes to these Terms of Use**

Oxford may change these Terms of Use at any time. All changes will apply to use of the App and Oxford's services after the date of posting of the Terms of Use. You may not change these Terms of Use.

### **Apple / Google Terms and Conditions**

If you download the App from the Apple App Store, your use of the App is also governed by Apple's Terms and Conditions, including the Licensed Application End User License Agreement (available at <http://www.apple.com/legal/internet-services/itunes/ca/terms.html>).

If you download the App from the Google Play Store, your use of the App is also governed by the Google Play Terms of Use (available at <https://play.google.com/about/play-terms.html>).

If there is a conflict or inconsistency between these Terms of Use and the Apple Terms and Conditions or the Google Play Terms of Use, then, as between you and the App, these Terms of Use will govern to the extent of that conflict or inconsistency.