

Privacy Policy

Bassi Properties respects the privacy of all website visitors. We are committed to maintaining your confidence and trust. We have implemented the following privacy policy to protect personal information that you provide to us online.

Basic Confidentiality Policy

It is the strict policy of Bassi Properties that personal information, such as your name, postal and e-mail addresses or telephone numbers, is private and confidential. Accordingly, any personal information you choose to provide is stored in a secure location, is accessible only by our designated staff, and is used only for the purposes for which you provide the information, such as replying to your requests, inquiries and comments, sending you newsletters or notices of new developments or other purposes which are disclosed at the time of collection, with your consent or as permitted or required by law.

No Release of Information to Third Parties

Any personal information that you have entrusted to our care will not be released to third parties, except as necessary to fulfill a service you have requested, such as forwarding further information concerning a development.

We will release your personal information if required in a judicial or governmental investigation or proceeding.

We will not sell, distribute, post, copy, or otherwise disseminate your e-mail address or other personal information to others.

No Computer Tracking of Identifiable Information

Our computer is not set up to track, collect or distribute personal information about website visitors. It does recognize the home server of visitors, but not e-mail addresses. For example, we can tell which Internet Service Provider our visitors use, but not the names, addresses or other information about our visitors that would allow us to identify the particular visitors to our site. This information is used only for internal purposes by our staff, to improve the operation of our website services.

We track information about the visits to the various parts of our website. For example, we compile statistics that show the number of visitors to our site, and the site sections and/or pages visited. These aggregated statistics are used internally to better provide services to our visitors. These statistics provide an overview of how visitors use our site, but contain no personal information and cannot be used to gather such information.

Links To Other website

Our website contains links to third party sites. Please be aware that Bassi Properties is not responsible for the privacy practices of such other sites. We encourage you to read their privacy policies.

Disclaimer

This website contains no representations or warranties of any nature in respect of a development or Bassi Properties. Any such representations or warranties must be contained in any legal document entered into between Bassi Properties and any visitor to this website.

TERMS

Please review the following Terms of Use that govern your use of the www.bassirproperties.com website (the “**Website**”). Access to the Website is offered to you by Bassi on the condition that you accept without modification the terms, conditions and disclaimers contained herein and in the Privacy Policy (www.bassiproperties.com/privacy). Your use of the Website constitutes your agreement to all such Terms of Use and your consent to the collection, use and disclosure of your personal information in accordance with the Privacy Policy.

For the purposes of these Terms of Use, “**Bassi**” shall mean Bassi Properties Inc., the owner of the URL and content of Bassiproperties.com, and any other person, company or partnership owned by, affiliated with or otherwise related to such companies and persons and any entity within the Bassi Properties Group.

- 1. Changes and updates:** Bassi may with or without giving notice, modify these Terms of Use at any time. You must regularly review these Terms of Use. Your continued use of the Website following any modification to the Terms of Use constitutes your agreement to such modified Terms of Use.
- 2. Use and accuracy of information:** The Website is provided for general information only. Although Bassi endeavours to ensure that all the information on the Website is correct, Bassi neither warrants nor makes any representations regarding the accuracy or completeness of any data or information contained therein. Information contained in the Website, including information relating to construction methods, pricing and availability, does not necessarily apply in all cases and is subject to change at any time. It is your responsibility to independently verify information that you may obtain from the Website. The material and information on the Website is not provided for the purpose of professional or legal advice. No information or material on the Website is to be considered to be an offer to sell.
- 3. Relationship:** The information provided on this Website is for information purposes only. The use of this Website does not create a client or other advisory relationship between you and Bassi. Bassi is not providing real estate advice or investment advice to you.

Potential purchasers should seek professional advice or legal advice and complete their own independent investigations prior to any purchase.

4. Intellectual Property. The material and information on the Website, including without limitation, all texts designs, images, photographs and other information, are protected under Canadian and other copyright laws. All material within the Website is the property of Bassi Properties Inc. and/or its affiliates, licensors, suppliers, representatives or agents. Bassi grants you a limited licence to display or print the Website content for your own personal non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell these materials in any form or manner without the express written permission of the owner(s) of the material. Bassi does not warrant or represent that your use of materials displayed on, or obtained through, the Website will not infringe the rights of third parties. “Bassi Properties” and the Bassi Properties logo are or will be trade-marks of Bassi Properties Inc. and/or its affiliates. All other trade-marks are trade-marks or registered trade-marks of their respective owners and may not be used without their prior written consent. Nothing in these Terms of Use grants you any right to use any trade-mark, logo, and/or trade name of Bassi or its licensors, suppliers, representatives or agents.

- 5. Links to Third Party Websites.** The Website may contain links to other websites or resources. We neither control nor endorse such other websites, unless specifically stated, nor have we reviewed or approved any content that appears on such other websites. You acknowledge and agree that we shall not be held responsible for the legality, accuracy, or inappropriate nature of any content, advertising, products, services, or information located on or through any other websites, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content.
- 6. Warranty Disclaimer:** The Website and its content are provided on an “as is” and “as available” basis. You expressly agree that, subject to applicable law, the use of the Website and/or its content is at your sole risk. Bassi expressly disclaims any representation or warranty that the Website will be free from errors, viruses or other harmful components, that communications to or from the Website will be secure and not intercepted, that the services and other capabilities offered from the Website will be uninterrupted, or that its content will be accurate, complete, adequate or timely. Any material downloaded is at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. Bassi, its affiliates, and their respective officers, directors, employees, affiliates, suppliers, advertisers, representatives and agents disclaim all warranties and conditions, express, implied, legal or statutory, including, but not limited to, implied warranties of title, quality, non-infringement, merchantable quality and fitness for a particular purpose. You assume total responsibility and risk for your use of the Website and your reliance thereon.
- 7. Liability Disclaimer.** Without limiting the foregoing, Bassi expressly excludes (and you hereby release Bassi from) any liability for any of the following: (a) fraud by any user of the Website or third party; (b) any misrepresentation by a third party (whether innocent or fraudulent) made in respect of the Website; (c) any failure by Bassi to ensure that it does not breach any copyright or other intellectual property right of any third party; (d) any link on the Website to any other website; and (e) loss or damage caused by delay or errors

in or the downtime of the Website (or servers) or resulting from interruption, termination, or failed operation of the Internet or a third-party telecommunication service, even if Bassi has been advised of the possibility of such loss or damage; provided that nothing in these Terms of Use is intended to limit or exclude any liability on the part of Bassi where and to the extent that applicable law prohibits such exclusion or limitation. Bassi, and its affiliates, licensors, suppliers, advertisers, agents or sponsors, are not responsible or liable for any indirect, incidental, consequential, special, exemplary, punitive or other damages under any contract, negligence, tort, extra-contractual liability, strict liability or other theory arising out of or relating in any way to the Website and/or content of the Website. You agree that your sole remedy for dissatisfaction with the Website (or any content within the Website) is to stop using the Website.

- 8. Indemnity.** You agree to indemnify, defend and hold Bassi and its respective officers, directors, employees, shareholders, successors, agents, affiliates, subsidiaries and relevant third parties including advertisers, distribution partners, referral partners, service providers, licensors, licensees, consultants and contractors (collectively the “Indemnified Parties”) harmless from and against any claims, liabilities, losses, costs, damages or expenses including reasonable attorneys’ fees and costs, directly or indirectly, arising out of or in any way relating to: (a) your negligence or misconduct; (b) your information or material contributed to or submitted through the Website; (c) your conduct, including your use of the Website; (d) your connection to the Website; (e) any violation or breach of these Terms of Use; or (f) any violation or infringement of any intellectual property, privacy, publicity, confidentiality or proprietary rights of any third-party as a result of your use of the Website (collectively, the “Claims”). You are solely responsible for defending any such Claims, and for payment of losses, costs, damages or expenses resulting from the foregoing to both a third party and to the Indemnified Parties. Bassi shall have the right, in its sole discretion, to select its own legal counsel to defend themselves from any Claims (but by doing so shall not excuse your indemnity obligations) and you shall be solely responsible for the payment of all of Bassi’s reasonable attorneys’ fees incurred in connection therewith. You shall notify Bassi immediately if you become aware of any actual or potential claims, suits, actions, allegations or charges that could affect yours or Bassi’s ability to fully perform their respective duties or to exercise its rights under these Terms of Use. You shall not, without the prior written approval of Bassi, settle, dispose or enter into any proposed settlement or resolution of any Claim (whether having been finally adjudicated or otherwise) brought against you, if such settlement or resolution results in any obligation or liability for Bassi.
- 9. Personal Information.** To the extent any personal information is collected, used or disclosed by Bassi through the Website, such collection and use of personal information is subject to the Privacy Policy available by clicking on the following link: www.bassiproperties.com/privacy. By agreeing to these Terms of Use, you consent to the collection, use and disclosure of personal information as set forth in the Privacy Policy.
- 10. Applicable Law.** These Terms of Use are governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the federal and provincial courts in Vancouver, British Columbia, Canada in relation to disputes arising in connection with these Terms of Use. You shall comply with all applicable laws and regulations in connection with your use of

the Website and the materials and information that appear on it. This provision shall apply to the maximum extent permitted by applicable laws.

- 11. General.** Bassi reserves the right to terminate or suspend access to the Website and/or to terminate these Terms of Use at any time without notice and for any reason whatsoever. Bassi reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in its sole discretion. If any provision of these Terms and Conditions is held to be unenforceable for any reason, such provision shall be severed from these Terms of Use and the remaining provisions shall remain in full force and effect. The failure of Bassi to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and shall not limit Bassi with respect to such breach or any subsequent breaches. You acknowledge that these Terms of Use and all documents related thereto are drafted in English at the express wish of the parties. *L'utilisateur reconnaît que ces modalités d'utilisation et tous les documents y afférant sont rédigés en anglais à la demande expresse des parties.*

Questions regarding these Terms of Use should be directed to the following email address: info@bassiproperties.com