PROPERTY APPS TERMS AND CONDITIONS OF USE

IMPORTANT: BY DOWNLOADING PROPERTY APPS YOU ARE AGREEING TO BE BOUND BY THE FOLLOWING TERMS:

A. PROPERTY APPS SOFTWARE LICENSE AGREEMENT
B. PROPERTY APPS PRE-AUTHORIZED DEBIT AND CREDIT SUPPLEMENTAL TERMS
C. NOTICES FROM PROPERTY APPS
D. PROPERTY APPS PRIVACY POLICY

PROPERTY APPS. SOFTWARE LICENSE AGREEMENT

Single Use License

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE USING PROPERTY APPS OR DOWNLOADING THE SOFTWARE UPDATE ACCOMPANYING THIS LICENSE. BY USING PROPERTY APPS OR DOWNLOADING A SOFTWARE UPDATE, AS APPLICABLE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE PROPERTY APPS OR DOWNLOAD THE SOFTWARE UPDATE.

1. General.
   (a) This is part of the Property Apps Application Program which is owned and operated by Property Apps International Inc. ("Property Apps"). In order to use this Application (the "Application") and application program (the "Program"), you must first agree to the following terms and conditions (the "Terms and Conditions"). Please review the "Terms and Conditions" carefully.

   (b) Property Apps, at its discretion, may make available future Software Updates. The Software Updates, if any, may not necessarily include all existing software features or new features that Property Apps releases for newer versions. The terms of this License will govern any Software Updates provided by Property Apps that replace and/or supplement the Original Software product, unless such Software Update is accompanied by a separate license in which case the terms of that license will govern.

2. Permitted License Uses and Restrictions.
   (a) Subject to the terms and conditions of this License, you are granted a limited non-exclusive license to use the Software on a single Property Apps registered profile. You may not, and you agree not to or enable others to, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Software or any services provided by the Software or any part thereof.

   (b) Property Apps will retain all right, title and interest in and to the Application and the Program worldwide including, without limitation, ownership of all copyrights, trademarks, patents, look and feel, trade secret rights and any other intellectual property rights recognized under any applicable law. Property Apps reserves the right to make such modifications to the Program from time to time as it deems advisable in order to enhance the functionalities or appearance of the Program at its discretion.

   (c) You agree to use the App and the Services (as defined in Section 5 below) in compliance with all
applicable laws, including local laws of the country or region in which you reside or in which you download or use the Software and Services. Features of the Software and the Services may not be available in all languages or regions, some features may vary by region, and some may be restricted or unavailable from your service provider.

(d) Use of the App requires a unique user name and password combination, known as a Property Apps ID. A Property Apps ID is also required to access app updates and certain features of the Software and Services. In addition, you acknowledge that many features, built-in apps, and Services of the Software transmit data and could impact charges to your data plan, and that you are responsible for any such charges.

(e) If you choose to allow automatic app updates, your Device will periodically check with Property Apps for updates to the App on your device and, if one is available, the update will automatically download and install onto your device. You can turn off the automatic app updates altogether at any time by going to Settings, and under Automatic Downloads, turn off Updates.

(f) If you have received access to the App and Software through a free trial demo or promotion, you agree that Property Apps maintains the right to revoke, extend, or shorten your trial period at its sole discretion without the need to notify users prior to alteration. Property Apps reserves the right, in its absolute discretion, to determine your eligibility for a trial for some trials, we'll require you to provide your payment details to start the Trial. AT THE END OF SUCH TRIALS, WE MAY AUTOMATICALLY START TO CHARGE YOU FOR THE APPLICABLE PAID SUBSCRIPTION ON THE FIRST DAY FOLLOWING THE END OF THE TRIAL, ON A RECURRING MONTHLY BASIS. BY PROVIDING YOUR PAYMENT DETAILS IN CONJUNCTION WITH THE TRIAL, YOU AGREE TO THIS CHARGE USING SUCH PAYMENT DETAILS. IF YOU DO NOT WANT THIS CHARGE, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION THROUGH YOUR PROPERTY APPS USER ID.

3. Transfer. You may not rent, lease, lend, sell, redistribute, or sublicense the Software.

4. Consent to Use of Data. When you use the App certain unique identifiers for your profile are sent to Property Apps in order to facilitate the various communication features of the Software. Property Apps may hold your information for a limited period of time. At all times your information will be treated in accordance with Property Apps Privacy Policy, which can be viewed below.

5. Services and Third Party Materials.
(a) You agree to use the Services at your sole risk and that Property Apps, its affiliates, agents, principals, or licensors shall have no liability to you. You agree to defend, indemnify, and hold harmless Property Apps and its employees, contractors, officers, agents and managers from all liabilities, claims, and expenses, including attorney's fees, that arise from your use of the Program. Property Apps reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which you are obligated to indemnify Property Apps. If Property Apps chooses to assume the defense of any matter that is subject to indemnification by you, you will cooperate with Property Apps, at its expense, in any respect reasonably requested by Property Apps.

(b) Certain Services may display, include or make available content, data, information, applications or materials from third parties (“Third Party Materials”) or provide links to certain third party web sites. By using the Services, you acknowledge and agree that Property Apps is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality,
decency, quality or any other aspect of such Third Party Materials or web sites. Property Apps, its officers, affiliates and subsidiaries do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you.

(c) To the extent that you upload any content through the use of the Services, you represent that you own all rights in, or have authorization or are otherwise legally permitted to upload, such content and that such content does not violate any terms of service applicable to the Services. You agree that the Services contain proprietary content, information and material that is owned by Property Apps, the site owner and/or their licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary content, information or materials other than for permitted use of the Services or in any manner that is inconsistent with the terms of this License or that infringes any intellectual property rights of a third party or Property Apps. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, using the Services to transmit any computer viruses, worms, trojan horses or other malware, or by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Property Apps is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that you may receive as a result of using any of the Services.

6. PROHIBITED CONTENT.
(a) You agree that you will not upload, post, or otherwise distribute or publish through the Program any text, communications, data, or other information ("Content") (i) that is unlawful, threatening, abusive, degrading, libelous, defamatory, harassing, tortious, racially, ethnically or otherwise objectionable, (ii) that is sexually explicit or indecent (including, without limitation, graphic or indecent sexual language of a threatening or harassing nature directed at any individual or group); (iii) that constitutes or encourages conduct that would give rise to civil liability or violate law; (iv) that violates, plagiarizes or infringes the rights of third parties including, without limitation, copyright rights, trademarks, rights of privacy or publicity or any other proprietary right; (v) that contains a virus or other harmful component designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or that is designed to obtain unauthorized access to any information; (vi) for which you do not have all necessary rights and licenses to transmit under any law or under any contractual or fiduciary relationship; or (vii) that constitutes or contains false or misleading indications of origin or statements of fact. You also agree that you will not harvest or collect information about any users of the Program or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or other communications.

(b) Property Apps generally does not, and will not be obligated in any way to, pre-screen, monitor or edit any Content posted by users of the Program. However, Property Apps reserves the right to remove any Content that, in its sole discretion, does not comply with these Terms and Conditions or is otherwise harmful, objectionable, or inaccurate. However, Property Apps will in no event be liable for any failure or delay in removing any such Content.

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8.1 YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SOFTWARE AND ANY SERVICES PERFORMED BY OR ACCESSED THROUGH THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PROPERTY APPS AND PROPERTY APPS’S LICENSORS (COLLECTIVELY REFERRED TO AS “PROPERTY APPS” FOR THE PURPOSES OF SECTIONS 7 AND 8) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

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PROPERTY APPS PRE-AUTHORIZED DEBIT AND CREDIT SUPPLEMENTAL TERMS

These Property Apps Pre-Authorized Debit Terms and Conditions (the “Supplemental Terms”) supplement the Software License Agreement (the “License”); both the terms of the License and these Supplemental Terms govern your use of the Property Apps Pay feature. Capitalized terms used in these Supplemental Terms have the meanings set forth in the License.
1 Overview and Use Restrictions

Property Apps Pay allows you to store virtual representations of credit and debit cards, and or banking information to enable wireless payments, which are supported by the Property Apps Pay feature ("Supported Payments") and use supported Partners to make contactless payments within app. Features may vary by region, issuer, and merchant.

In order to facilitate contactless payment feature within the app you must provide your choice of valid payment method whether by card or bank account and provide Property Apps a one-time acknowledgement and authorization in the following form:

I (we) hereby authorize Property Apps International Inc. and or its processing partners to initiate debit and/or credit entries to my (our) account, at the depository financial institution named, hereinafter called DEPOSITORY, and to debit and/or credit the same such account.

I (we) include my (our) authorization to Property Apps and their processing Partner to reverse or debit any credit entries made in error to my (our) account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provision of U.S. and Canadian law.

Property Apps Pay is intended for your personal and corporate use and you may only provision your own and or legally authorized information above in connection with your User ID. If you are provisioning a supported corporate card or accounts, or if you are a connected corporate user provisioning on behalf of your client you represent that you are doing so with the authorization of your client or colleague as may be applicable and you are authorized to bind your client/colleague these terms of use and all transactions effected by use of this feature.

You agree not to use Property Apps Pay for illegal or fraudulent purposes, or any other purposes which are prohibited by the License and these Supplemental Terms. You further agree to use Property Apps Pay in accordance with applicable law and regulation. You agree not to interfere with or disrupt the Property Apps Pay service (including accessing the service through any automated means), or any servers or networks connected to the service, or any policies, requirements or regulations of networks connected to the service (including any unauthorized access to, use or monitoring of data or traffic thereon).

2 Property Apps Relationship With You

You agree that Property Apps is not a party to your cardholder, bank or merchant agreements, nor is Property Apps responsible for the content, accuracy or unavailability of any payment cards, bank information, stored value cards, commerce activities, transactions or purchases while using Property Apps Pay functionality, nor is Property Apps in any way involved in the issuance of credit or assessing eligibility for credit, or the accrual or redemption of rewards under a merchant’s rewards program. For all disputes or questions about payment cards, bank account, stored value cards, or associated commerce activity, please contact your issuer, bank or the applicable merchant.

3 Privacy

Property Apps Pay requires some information from your Device in order to offer the full experience. You can find more information on the data collected, used or shared as part of your use of Property Apps Pay by reading about Property Apps Privacy Policy below.

4 Security; Lost or Disabled Devices
Property Apps Pay and Pre-Authorized Debit transactions stores virtual representations of your Supported Payment, and or bank account information as may be applicable and should be protected as you would protect your physical credit and debit cards. Providing your device passcode to a third party or allowing a third party to add their fingerprint to use Touch ID may result in their ability to make payments using Property Apps Pay on your device. You are solely responsible for maintaining the security of your device and of your passcode. You agree that Property Apps does not have any responsibility if you lose or share access to your device. You agree that Property Apps does not have any responsibility if you make unauthorized modifications to (such as by way of a “jailbreak”).

If you report or Property Apps suspects fraudulent or abusive activity, you agree to cooperate with Property Apps in any investigation and to use any fraud prevention measures we prescribe.

5 Limitation of Liability

IN ADDITION TO THE DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY SET FORTH IN THE LICENSE, PROPERTY APPS DOES NOT ASSUME ANY LIABILITY FOR PURCHASES, PAYMENTS, TRANSACTIONS, OR OTHER COMMERCE ACTIVITY MADE USING THE PROPERTY APPS PAY FEATURE, AND YOU AGREE TO LOOK SOLELY TO AGREEMENTS YOU MAY HAVE WITH YOUR ISSUING BANK, PAYMENT NETWORK, OR MERCHANT TO RESOLVE ANY QUESTIONS OR DISPUTES RELATING TO YOUR SUPPORTED CARDS, VIRTUAL SUPPORTED CARDS AND ASSOCIATED COMMERCE ACTIVITY.

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NOTICES FROM PROPERTY APPS

1. If Property Apps needs to contact you about your product or account, you consent to receive the notices by email. You agree that any such notices that we send you electronically will satisfy any legal communication requirements.

2. You understand and agree to Property Apps authorizing targeted advertisements with credible third parties and in an effort to provide better service and enjoyment of the App and related functions. You understand and agree that Property Apps may send you notices on the App and Software from time to time that are in line with business and product development at its sole discretion.

If you have any questions regarding these Terms and Conditions or the Program, you may reach Property Apps at 1492 Ste Catherine Street, Montreal, Quebec, H3G 1S8 (or by emailing at support@Property Apps.co).

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PROPERTY APPS PRIVACY POLICY

Privacy Policy
At Property Apps (Property Apps International Inc. operating as “Property Apps”) the protection of your personal information has always been a top priority. Property Apps Policy regarding the collection, use and disclosure, if any, of personal information can be broken down into the 10 principles covered in Canada's Personal Information Protection and Electronic Documents Act (“PIPEDA”). Property Apps
respects your privacy as a user of this site. It is our policy that all information that you, as the Registered User, provide will be securely maintained and is for the single purpose of providing you the best browsing experience in our powers. To better protect your privacy, we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. This notice will be easy to find on the home page and any pages where we require information for use of the site.

1. Accountability

Property Apps is responsible for personal information under its control.

All Property Apps employees and third party contractors are responsible for day-to-day compliance.

Our Software and App may contain links to other websites. We are not responsible for the privacy practices of other web sites. We encourage our users to be aware when they leave our site to read the privacy statements of each and every web site that collects personally identifiable information. This Privacy Policy applies solely to information collected by Property Apps. Please review the (Insert link back to T&C’s) for more information.

2. Identifying Purposes

Unless the purpose is self-evident due to the nature of the transaction in question, Property Apps will identify the purposes for which personal information is collected at or before the time the information is collected.

The proposed purposes will be described in a reasonably understandable manner.

3. Consent

We will collect, use or disclose your personal information only with your knowledge and consent, except where required or permitted by law.

Property Apps will not make your consent a requirement to the supply of a product or a service other than required to be able to supply the product or service.

Consent can be express or, in some circumstances, implied, and given in writing, by using or not using a check-off box, electronically, orally (in person or by telephone), or by your conduct, such as use of a product or service.

In determining the type of consent to obtain, Property Apps will consider all relevant factors, including the sensitivity of the information and your reasonable expectations.

You may withdraw your consent at any time, on reasonable notice, subject to legal or contractual restrictions. Property Apps will inform you of the implications of doing so.

4. Limiting Collection

The collection of personal information by Property Apps will be limited to what is necessary for the purposes which it identifies.

We will collect personal information by fair and lawful means.

5. Limiting Use, Disclosure, and Retention
Personal information will not be used or disclosed for purposes other than those for which it was collected, except with your consent or as required or permitted by law.

It will be retained only as long as necessary for these purposes or as required by law.

We may disclose your personal information to: (i) parties in the context of a sale, financing or reorganization or potential sale, financing or reorganization of our business, provided that they agree to be bound by this Policy with respect to your personal information, (ii) parties to whom we have agreed to provide anonymized and/or aggregated data, though we will remove personal identifiers before we do so, and (iii) parties with whom we have contracted to process data, including parties who are located in countries or jurisdictions other than the one in which you reside (when this occurs, your personal information becomes subject to the laws of those jurisdictions).

6. Accuracy

We will keep your personal information as accurate, complete and up-to-date as necessary for the purposes for which it is to be used.

7. Safeguards

Property Apps will protect personal information by security safeguards appropriate to the sensitivity of the information, including through the use of the following measures: physical (e.g., locked filing cabinets, restricted access, appropriate disposal of personal information), organizational (e.g., security clearances, access only on a “need to know” basis), technological (e.g., passwords, encryption) and training of employees.

8. Openness

Information about our policies and practices relating to the management of personal information will be made readily available to individuals.

9. Individual Access

Upon request, Property Apps will inform you of the existence, use and disclosure of personal information relating to you, and give you access to that information. You have the right to challenge the accuracy and completeness of your information and have it amended as appropriate.

However, in certain circumstances permitted by law, this information will not be disclosed to you. Some examples of these circumstances are information that contains references to other individuals, that cannot be disclosed for legal, security or commercial proprietary reasons, or that is subject to solicitor-client or litigation privilege.

10. Contacting us and/or Challenging Compliance

For anything to do with this Policy, including questions or comments, or to challenge our compliance with this Policy, please contact us as follows:

support@propertyapps.com

Property Apps will inform individuals who make enquiries or lodge complaints about its enquiry or complaint procedures, as applicable. If a complaint is found to be justified, we will take appropriate measures, including, if necessary, amending our policies and practices. Of course, this Policy is subject to PIPEDA and/or any other applicable privacy laws and Property Apps right to change it at any time.

The Information We Collect:
This notice applies to all information collected or submitted on the Property Apps Web sites and Applications. We collect both personally identifiable information and anonymous information from Registered Users. The types of information collected include:

- Name
- Address
- Email Address
- Phone Number
- User Id
- Password
- Gender
- Birthday
- Photo

We may use cookies on this site to provide Registered Users customized and personalized services. Cookies are small amounts of data that are sent to a Registered User’s browser from a web server and stored on the Registered User’s hard drive. This information does not specifically identify the user, but identifies the user’s computer. The cookies used, will not collect any personal information like name, address, or telephone number.

**The Way We Use Information:**
We use the information of Registered Users for purposes of profiling and analysis. These elements allow us to provide better and improved products and services, and new products and services that may interest Registered Users.

Registered User personal information is neither sold nor rented to third parties without the express permission of the individual Registered User. We do retain the right to share aggregated demographic and/or statistical information with partners, advertisers, and sponsors.

We use non-identifying and aggregate information to improve your experience on the website and to share with advertisers or other interested parties. For example, we may share with an advertiser that X number of persons visited a particular page or area of the site.

We will not share your information with any other company or organization, except in non-identifying aggregated form. For example, any personal information will remain with us; however, your visit may be counted to demonstrate the number of visitors to this site.

**How You Can Access or Correct Your Information:**
You can access all your personally identifiable information that we collect online. To protect your privacy and security, we will also take reasonable steps to verify your identity before granting access or making corrections. You can correct factual errors in your personally identifiable information by sending us a request that credibly shows error. For more information on the procedures email us at support@PropertyApps.co

**Our Commitment to Children’s Privacy:**
Protecting the privacy of the very young is especially important. For that reason, we never collect or maintain information at our website from those we actually know are under 13, and no part of our website is structured to attract anyone under 13.

**Our Commitment to Data Security:**
To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

**Limitations On Our Liability:**
Although we are committed to taking all reasonable steps to properly implement our Privacy Policy, our liability for breaches of security associated with any information transmitted through this site is limited. For a statement of these limitations, please refer to Paragraph 2 of our User Terms and Conditions. In
addition, we are not responsible for the security of any information that you may choose to transmit through this site to any advertiser or to any linked site. Any information so transmitted is not covered by our Privacy Policy. Finally, we reserve the right to disclose any information submitted to this site to the extent we are required to do so by law or if we believe in good faith that disclosure of such information is advisable (i) to identify, contact or bring legal action against any party violating, or threatening to violate, our User Terms and Conditions or damaging, or threatening to damage, the rights or property of any third party, or (ii) to protect the physical safety of any party.

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