

Terms of Use

Latest Revision: 24 May 2024

Welcome to ListedNew, a network of websites, mobile applications, and online services geared towards the promotion of newly constructed homes in Canada. ListedNew (collectively referred to herein as the “Service”) is owned and operated by Spacetime Innovations Inc. and is comprised of the following websites:

- ListedNew.ca
- ListedNew.com
- Subdomains for various builders, communities, and real estate agents that receive data feeds from ListedNew.ca
- Websites for various builders, communities, and real estate agents that receive data feeds from ListedNew.ca

This Service operates as an online classifieds service allowing builders and developers a place to post ads for their show homes, model homes, and spec homes. Consumers shopping for a brand new home enjoy this Service because it is the most comprehensive source in Canada for finding show homes and model homes to visit. Consumers also appreciate the ease and abundance of information on spec homes currently for sale.

This Service is not a real estate company, agency, or brokerage and we do not trade in real estate nor do we provide real estate advice or deliver any services that would require a license. We represent neither buyers nor sellers. The trademarks REALTOR®, REALTORS®, and the REALTOR® logo are certification marks that are owned by REALTOR® Canada Inc. and licensed exclusively to The Canadian Real Estate Association (CREA). These certification marks identify real estate professionals who are members of CREA and who must abide by CREA’s By-Laws, Rules, and the REALTOR® Code. The MLS® trademark and the MLS® logo are owned by CREA and identify the quality of services provided by real estate professionals who are members of CREA. Any real estate services advertised on this Service are delivered separately by real estate companies, agencies, and brokerages across Canada who are licensed to trade in real estate within their respective province or territory.

Please take the time necessary to read over these Terms of Use as they govern your access and use of the Service. By using or accessing the Service, you are entering into a legally binding agreement and you agree to be bound by these Terms of Use and our Privacy Policy. We reserve the right to deny access to anyone who violates these Terms.

A. User Types

Anyone who uses or accesses this Service in any manner is considered a “User”. All Users are subject to the General Terms detailed in these Terms of Use. Users are categorized into the following User Types (Note: All Users belong to at least one User Type and can belong to more than one):

1. Consumer/Public

Users that belong to this User Type are those that meet at least one of the following criteria:

- A. The User has registered for a “Consumer” account.
- B. The User has or intends to use or access the Service as a Consumer. A Consumer is anyone that is interested in buying or researching the possibility of buying a property either now or in the future.
- C. The User has or intends to use or access the Service to assist someone that is a consumer.
- D. The User has or intends to use or access the Service for any purpose whatsoever even if they have not registered for any kind of account.

2. Builder/Developer

Users that belong to this User Type are those that meet the following criteria:

- A. The User has registered for a “Builder/Developer” account.
- B. The User uses or accesses the Service by logging into a “Builder/Developer” account.
- C. The User is an officer, director, shareholder, employee, or representative of a homebuilder or residential developer operating within Canada.

3. Agent

Users that belong to this User Type are those that meet the following criteria:

- A. The User has registered for an “Agent” account.
- B. The User uses or accesses the Service by logging into an “Agent” account.
- C. The User is currently licensed/registered and authorized to trade in real estate within Canada.
- D. The User is acting on behalf of someone that is licensed/registered and authorized to trade in real estate within Canada.

B. General Terms

Please read carefully the following General Terms as they apply to **ALL** Users of the Service.

1. Consent

By using or accessing this Service, you agree to the collection, use, storage, maintenance, transfer, disclosure, sharing, retention, and protection of your personal information as further described in our Privacy Policy.

2. Authority

By using or accessing this Service, you represent and warrant that you have the necessary permission, approval, authority, and legal rights to all activities you perform on the Service. You further agree to be liable for any conduct you partake in that is done without appropriate permission, approval, authority, or legal rights.

3. Age Restrictions

The age of majority is the age when you are legally considered to be an adult and you can sign legal contracts. By using or accessing the Service, you represent and warrant that you are of the age of majority required to partake in the activities you are conducting on the Service.

4. Language

If these Terms of Use are translated into a language other than English and there are conflicts between the translations, the English version shall prevail.

5. User Accounts

In order to use many of the features of the Service, you may be required to register for an account. The email address you provide will be your username and you will be required to provide a password (collectively referred to herein as your "Login Credentials").

A. Account Responsibility

You are responsible for maintaining the confidentiality of your Login Credentials. You should be changing your password every 90 days or so and you should choose a password that is hard to guess. When you create an account, you are responsible for the activities that occur under the account and for any damages or claims that may result from those activities. You also acknowledge and agree to be responsible for any damages or claims resulting from the activities performed by anyone that you provided your Login Credentials to or for anyone that obtained your Login Credentials.

B. Transferring an Account

You agree that you will not transfer your account to anyone and that you will not assume anyone's account unless you have our express written permission to do so.

C. Compromised Account

You agree to notify us immediately if your Login Credentials are compromised or if you suspect that someone has accessed your account without your authorization.

6. Prohibited Activities

The following is a list of prohibited activities:

- A. Engaging in activities that are prohibited by law.
- B. Distributing viruses, worms, or other software that may cause harm.
- C. Engaging in activities that deliver an unreasonable load on our infrastructure.
- D. Engaging in activities that interfere with or compromise the integrity or security of the Service.
- E. Posting or distributing invalid data.
- F. Bypassing any measures set to prevent or restrict access to the Service.
- G. Conducting automated queries including screen and database scraping, spiders, robots, and crawlers to collect content for any purpose without our express written permission.
- H. Accessing or using the Service to develop competitive products or services.
- I. Commercially gaining from your use or misuse of the Service except as permitted.
- J. Copying, reproducing, modifying, redistributing, republishing, displaying, creating derivative works from any content without our express written permission.
- K. Harvesting or otherwise collecting information about others.

- L. Incorporating content into any kind of database without express written permission.
- M. Infringing on third-party rights.
- N. Using copyrighted materials without express written permission.
- O. Distributing chain letters, pyramid schemes, spam, or any form of unsolicited messages.
- P. Engaging in activities that are harmful to the best interests of the public or industry.
- Q. Engaging in activities that are harmful to the Service, our service providers, our third party affiliates, or other users.
- R. Registering for an account using false or inaccurate information.
- S. Registering multiple accounts using different email addresses.
- T. Impersonating another person or misrepresenting your affiliation with an organization.
- U. Making representations to a third party under false pretenses.
- V. Misrepresenting your affiliation with another person.
- W. Posting or distributing false, inaccurate, or misleading information.
- X. Posting or distributing obscene or offensive material.
- Y. Engaging in activities that demean, harass, defame, threaten, or disparage any person or organization.
- Z. Engaging in activities that discriminate against anyone based on:
 - Race, colour, or ethnic background
 - Religious beliefs or practices
 - Ancestry
 - Place of origin
 - Citizenship
 - Sex
 - Family status
 - Marital status
 - Disability
 - Sexual orientation
 - Age
 - Receipt of public assistance
 - Being a friend or relative of someone with any of the above traits

7. Messaging

Messaging is available through the Service. Users that partake in messaging through the Service or Users that partake in email with contacts found on the Service, agree to do so without violating any of the restrictions noted in the "Prohibited Activities" section of these Terms of Use. We have no obligation to review any messages sent through the Service, however, that does not restrict our right to do so. We may

access messages sent through the Service to comply with any law, government request, or in the interest of operating the Service.

8. Notices

By using the Service, you consent to receive notices from us by email, phone call, voicemail, text message, mail, or website notifications. Notices to you will be deemed received and effective within 24 hours after being published or sent through any of the aforementioned methods, unless otherwise indicated in the notice.

9. Consent to Communications

From time to time, we will communicate with you regarding announcements, newsletters, surveys, promotions, and offers available from us, selected advertisers, affiliates, and related companies. You consent to receive these communications by email, phone call, voicemail, text message, or mail. If you do not want to receive these communications, please notify us at any time.

10. Data Storage

You agree that the Service is not a storage service and that we have no obligation to store, maintain, or provide you a copy of any content that you provide.

11. Statistical Data

We may aggregate and anonymize data to create statistical information. Aggregated anonymized statistical information may be shared externally for research, marketing, or other lawful purposes.

12. Paid Services

- A. All fees are quoted in Canadian Dollars unless specifically noted otherwise.
- B. All fees are exclusive of taxes unless specifically noted otherwise.
- C. We reserve the right to change our fees at any time without notice.
- D. We reserve the right to have different fees within different market areas across Canada.
- E. All fees are non-refundable.

13. Changes to the Terms

We may change these Terms at any time without prior notice. Each time you access or use the Service, you will be subject to the Terms presently published. If you object

to any changes, your sole recourse shall be to stop using the Service. Continued use of the Service following any changes to the Terms shall indicate your acknowledgment and acceptance of the changes. Changes to the Terms take effect when you next use the Service or 24 hours after notice is given, whichever is sooner.

14. Suspension and Termination of Accounts

We reserve the right to suspend or terminate your access to the Service at any time, for any reason, without notice, and in our sole discretion. We shall not be liable to you or any third party for any suspension or termination of your access to the Service.

15. Deactivating or Deleting an Account

You may request to deactivate or delete your account at any time and may contact us to do so here: <https://ListedNew.ca/Contact-Us>. If you deactivate or delete your account, you remain obligated to pay all outstanding fees, if any, incurred prior to your request to deactivate or delete your account. If you are enrolled in any subscription services, you remain obligated to pay all subscription fees for the entire subscription period as agreed prior to your request to deactivate or delete your account.

16. Changes to the Service

We reserve the right to change, suspend, or terminate any of the features, format, functionality, tools, or systems, for any reason, without notice, and in our sole discretion. We shall not be liable to you or any third party for any changes (temporary or permanent) made to the Service. If you object to any changes made, your sole recourse shall be to stop using the Service. Continued use of the Service following any changes shall indicate your acknowledgment and acceptance of the changes.

17. No Endorsement

Any builder, developer, or real estate agent that complies with our Terms of Use may register for an account. While we take reasonable steps to verify the identity and validity of those that register for accounts, we do not partake in any measures to approve or deny accounts based on merit, credentials, experience, or reputation. We do NOT endorse, audit, review, or recommend any builder, developer, or real estate agent presented on the Service. We further do not endorse, audit, review, or recommend any third-party advertisers, affiliates, agencies, agents, associates, brokerages, brokers, companies, consultants, content providers, contractors, employees, licensees, organizations, partners, representatives, salespersons, service

providers, subsidiaries, or suppliers. You agree to use your own due diligence with respect to individuals, entities, or information found on or through the Service.

18. User Content

User Content is considered to be any animations, articles, artwork, comments, compositions, data, designs, fonts, graphics, illustrations, images, information, literary works, logos, messages, music, photographs, sounds, text, trademarks, videos, or any other form of content or information that you post or otherwise provide to us (collectively referred to herein as "User Content").

A. Ownership

By posting or uploading User Content to the Service, you warrant and represent that you own the User Content, or that you have received all necessary clearances, consents, licenses, permissions, and waivers required to manage and post the User Content.

B. License

When you upload or otherwise provide us User Content, you are granting the Service, related entities and websites, partners, third-party affiliates, and licensees a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, transferable, and royalty-free license to display, transmit, distribute, use, process, copy, reproduce, edit, translate, modify, create derivative works from, store, or archive that content. Without limiting the generality of the previous sentence, you understand and agree that we will not pay you for your content and that your content may appear on all affiliated and third-party websites.

C. Not a Publisher

Notwithstanding anything to the contrary in the foregoing, in no circumstance may this Service be considered a "publisher" of any User Content. While we are under no obligation to edit or control User Content and will not be in any way responsible or liable for any User Content, we may, at any time and without prior notice, screen, remove, edit, disallow, or block any User Content that in our sole discretion violates these Terms of Use.

19. Subdomain Names

Subdomain names (Examples: Lakeview.ListedNew.ca, ABCHomes.ListedNew.ca, JohnDoe.ListedNew.ca) are determined and assigned by the Service at their sole discretion. The Service retains the right to add, reject, change, terminate, or even reassign (remove the subdomain from one organization or user and assign it to

another) any subdomain, at any time, without notice. You acknowledge that nothing in these Terms of Use guarantees you a specific subdomain. You further acknowledge that a subdomain already in use by another user or organization will likely not be reassigned even if it appears to be more appropriate for another user or organization. In any case, the assignment of a subdomain will always be at the sole discretion of the Service.

20. Third Party Services

Some of the features of the Service implement products from third parties. You acknowledge and agree that any third-party product accessed or used by you on or through the Service will be subject to the separate and independent Terms of Use and Privacy Policy set out by the third party. Any dispute you have with any third party is directly between you and the third party. You agree to release us, our affiliates, and our respective officers, directors, shareholders, employees, representatives, contractors, and licensors from any and all claims, demands, and damages due to or arising out of your use of any third party product.

21. Disputes With Other Users

Any dispute you have with any other User on the Service is directly between you and the other User. You agree to release us, our affiliates, and our respective officers, directors, shareholders, employees, representatives, contractors, and licensors from any and all claims, demands, and damages due to or arising out of disputes with other Users of the Service.

22. Intellectual Property

All copyrights, patents, trademarks, trade secrets (collectively referred to herein as "Intellectual Property") are owned by the owners of the Service. Nothing in these Terms of Use grants you a right, interest, license, assignment, or waiver to any Intellectual Property except as expressly provided in these Terms of Use.

23. No Warranty

This Service is provided "as is", "with all faults", and "as available" and we make no warranties or representations, express or implied. In particular, we do not represent or warrant to you that the Service will:

- A. Have tools and features that will conform with their descriptions.
- B. Be compatible with or suitable for any of your activities, devices, browsers, operating systems, software, or tools.
- C. Be free from data breaches.

- D. Be free from discrimination, harassment, defamation, or threats from other Users or third parties.
- E. Be free from errors, bugs, viruses, and other malicious software or cyber attacks.
- F. Be free from inaccurate, incomplete, invalid, unreliable, out-of-date, false, or misleading information.
- G. Be free from infringement of intellectual property rights.
- H. Be free from issues between you and other Users or third parties.
- I. Be free from language translation errors.
- J. Be free from defaming, demeaning, disparaging, indecent, objectionable, obscene, or offensive activities of other Users or third parties.
- K. Be free from violation of rules, regulations, and laws applicable to you.
- L. Be suitable for a particular purpose.
- M. Be uninterrupted, timely, and secure.
- N. Meet any kind of quality or performance benchmark.
- O. Meet your expectations of merchantability.
- P. Meet your requirements or expectations.

No warranties, representations, conditions, or other terms apply, except to the extent that they are expressly set out in these Terms of Use. You understand and agree that access and use of the Service, including third party products, are at your own discretion and risk. You understand and agree that you are solely responsible for any direct, indirect, incidental, special, consequential, punitive, or other loss, injury, claim, liability, or damage you encounter whether of money, profit, goodwill, reputation, opportunity, data loss, or other.

The information displayed on this Service is provided as a resource only. Any information provided is intended as general information and does not constitute architectural, financial, legal, tax, zoning, or other professional advice. We make no warranty or representation regarding the validity or accuracy of any content. It is highly recommended that you obtain professional advice from qualified and authorized professionals in your area. You understand and acknowledge the following:

- A. Prices are provided for informational purposes only, are non-binding, and subject to adjustment and change without notice.
- B. Any advertised condo, strata, or homeowner's association (HOA) fees may be estimated, unconfirmed, or subject to change.
- C. The builder/developer reserves the right to make changes to plans, features, options, specifications, amenities, and services without notice.
- D. All photographs, images, blueprints, drawings, floorplans, sketches, renderings, and other depictions are for conceptual purposes only.
- E. All measurements are approximate.

- F. All prices, taxes, fees, dates, and measurements should be verified.
- G. The information on this site is not guaranteed and is subject to change without notice.
- H. Errors and omissions excepted (E&OE).

24. Limitation of Liability

Under no circumstances, will the owners of the Service, their affiliates, and their respective officers, directors, shareholders, employees, representatives, contractors, and licensors be liable for any direct, indirect, incidental, special, consequential, punitive, or other loss, injury, claim, liability, or damage you encounter whether of money, profit, goodwill, reputation, opportunity, or data loss resulting from these Terms of Use or your use or access, or inability to use or access the Service. These limitations apply regardless of whether the owners of the service had reason to know or knew of the possibility of such damages. We assume no liability or responsibility for any loss, injury, claim, or damage you incurred as a result of:

- A. Any content posted, emailed, transmitted, or otherwise made available through the Service.
- B. Data breaches.
- C. Discrimination, harassment, defamation, or threats made by other Users or third parties.
- D. Errors made in language translation.
- E. Errors, bugs, viruses, and other malicious software or cyber attacks.
- F. Inability to access or use the Service, its content, or information.
- G. Inaccurate, incomplete, invalid, unreliable, out-of-date, false, or misleading content or information.
- H. Infringement of intellectual property rights.
- I. Interruption or stoppage of transmission to or from the Service.
- J. Issues between you and other Users or third parties.
- K. Obscene, offensive, demeaning, defaming or disparaging activities of other Users or third parties.
- L. Personal injury or death resulting from access or use of the Service.
- M. Property damage resulting from access or use of the Service.
- N. Your failure to keep your account Login Credentials secure and confidential.
- O. The unauthorized, unapproved, negligent, or malicious actions made by any party that accesses or uses your account regardless of how access to the account was achieved.
- P. Violation of rules, regulations, and laws by other Users or third parties.

Any other loss will be limited to the amount paid by you to the Service within the last 12 months. You agree that any claim or dispute with the owners of the Service, their affiliates, and their respective officers, directors, shareholders, employees,

representatives, contractors, and licensors must be made within 12 months of when the issue was first noted.

25. Indemnity

You agree to indemnify, defend, and hold harmless the owners of the Service, their affiliates, and their respective officers, directors, shareholders, employees, representatives, contractors, and licensors from any and all claims, demands, liabilities, costs, damages, losses and expenses (including, but not limited to, legal fees) due to or arising out of your use of the Service.

26. Severability

If any provision of these Terms is deemed by a court of competent jurisdiction to be invalid, unlawful, void, or for any reason unenforceable, then that provision will be removed from the Terms without affecting the rest of the Terms, and the remaining provisions of the Terms will continue to be valid and enforceable.

27. Feedback and Suggestions

If you provide us with any suggestions, comments, or other feedback regarding the Service, then you hereby grant us an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, and royalty-free, right to use the suggestions, comments, or feedback in any manner and for any purpose, including to improve our Service.

28. No Waiver of Provision

Failure or delay in insisting upon or enforcing performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or rights.

29. Class Action Waiver

All disputes between you and the owners of the Service shall only be resolved on an individual basis. You agree that you will not have the dispute heard as a member of a class action (or any other legal proceedings conducted by a group or by representatives on behalf of others).

30. Assignment

The owners of the Service may assign or transfer ownership rights and title of the Service to a third party without your consent or prior notice. You may not assign or transfer any of your rights and obligations without prior written approval.

31. Privacy Policy

You agree that your personal information may be used by the Service in accordance with our Privacy Policy as detailed here: <https://ListedNew.ca/Privacy>.

32. Entire Agreement

These Terms of Use and the other policies posted on the Service, shall constitute the entire agreement between you and us with respect to your access and use of the Service and these shall supersede any and all prior agreements, understandings, promises, conditions, negotiations, covenants, or representations (whether written or verbal). You hereby agree that you are not relying on any promise, inducement, or representation that cannot be found within these Terms of Use.

33. Governing Law

These Terms of Use shall be governed by the laws of the Province of Alberta, Canada. The courts in Edmonton, Alberta, will have exclusive jurisdiction to hear and decide any disputes relating to these Terms of Use.

C. Terms For Consumer/Public Users

Consumer/public users are subject to the following terms:

1. Contact Information

The ad postings featured on this Service are submitted by builders and developers and get shared to a number of websites and subdomains. Depending on which website or subdomain you are viewing the ad from determines what contact information will be provided to you. In any case, you will only ever be provided with one of the following contacts:

- A. Email and/or phone number to reach the builder or developer.
- B. Email and/or phone number to reach a representative of the builder or developer.
- C. Email and/or phone number to reach a licensed real estate agent specifically acting on behalf of the builder or developer.
- D. Email and/or phone number to reach a licensed real estate agent that has no affiliation with the builder or developer.

D. Terms For Builder/Developer Users

Builder/developer users are subject to the following terms:

1. Posting Policies

As a builder/developer on the Service, you agree to follow the Posting Policies as detailed here: <https://ListedNew.ca/Posting>.

2. Vacant Properties

You understand that there are risks associated with advertising vacant properties. You consent to display the address of any vacant property you post on the Service and you agree to indemnify, defend, and hold harmless the owners of the Service, their affiliates, and their respective officers, directors, shareholders, employees, representatives, contractors, and licensors from any and all claims, demands, liabilities, costs, damages, losses and expenses (including, but not limited to, legal fees) due to or arising from any unauthorized or illicit use of the advertised property information.

3. Working With Real Estate Agents/REALTORS®

As a builder/developer on the Service, you will be asked if your company will entertain offers received through a real estate agent/REALTOR®. By choosing a "YES" response, you acknowledge and agree that:

- A. Your ListedNew ad postings will be featured on all websites and subdomains of participating real estate agents.
- B. The contact information on real estate agent websites and subdomains will be that of the participating real estate agent.
- C. When you communicate with real estate agents, you will provide them with your policies regarding cooperation which should include:
 - Instructions for registering clients
 - Any special terms and conditions
 - The offered commission or method of calculating commission
 - Clarification of any sales taxes
 - A date or timeframe of when the commission will be paid
- D. In the absence of a cooperation policy, you agree to consult the Real Estate Cooperation Guidelines as detailed here: <https://ListedNew.ca/Cooperation>.
- E. This Service will not engage in any dispute resolution or enforcement of compliance of any policies for cooperation (including the policies detailed at

<https://ListedNew.ca/Cooperation>) of real estate agents with builders/developers.

- F. Any dispute you have with any other User on the Service is directly between you and the other User. You agree to release us, our affiliates, and our respective officers, directors, shareholders, employees, representatives, contractors, and licensors from any and all claims, demands, and damages due to or arising out of disputes with other Users of the Service.

E. Terms For Agent Users

Agent (real estate agent) users are subject to the following terms:

2. Working With Builders/Developers

Some builders and developers on the Service have indicated that they will entertain offers received through a REALTOR®. For builders and developers that have responded favourably to this question, you acknowledge and understand the following:

- A. This Service operates as an online classifieds service.
- B. This Service is not a real estate company, agency, or brokerage and we do not trade in real estate nor do we provide real estate advice or deliver any services that would require a license. We represent neither buyers nor sellers.
- C. We do NOT endorse, audit, review, or recommend any builder or developer presented on the Service.
- D. We do not represent or warrant to you that the Service will be free from inaccurate, incomplete, invalid, unreliable, out-of-date, false, or misleading information.
- E. Prices are provided for informational purposes only, are non-binding, and subject to adjustment and change without notice.
- F. Any advertised condo, strata, or homeowner's association (HOA) fees may be estimated, unconfirmed, or subject to change.
- G. The builder/developer reserves the right to make changes to plans, features, options, specifications, amenities, and services without notice.
- H. All photographs, images, blueprints, drawings, floorplans, sketches, renderings, and other depictions are for conceptual purposes only.
- I. All measurements are approximate.
- J. All prices, taxes, fees, dates, and measurements should be verified.
- K. The information on this site is not guaranteed and is subject to change without notice.

- L. When you communicate with a builder or developer, you should request their policies regarding cooperation with real estate agents. In the absence of a cooperation policy, you may recommend using the Real Estate Cooperation Guidelines as detailed here: <https://ListedNew.ca/Cooperation>.
- M. Any commission advertised by a builder or developer on the Service, has been advertised specifically as “Potential Commission” which carries absolutely no guarantee whatsoever.
- N. This Service will not engage in any dispute resolution or enforcement of compliance of any policies for cooperation (including the policies detailed at <https://ListedNew.ca/Cooperation>) of builders/developers with real estate agents.
- O. Any dispute you have with any other User on the Service is directly between you and the other User. You agree to release us, our affiliates, and our respective officers, directors, shareholders, employees, representatives, contractors, and licensors from any and all claims, demands, and damages due to or arising out of disputes with other Users of the Service.