

# Wi-Fi Terms of Use

*Update : June 2021*

Ivanhoé Cambridge.<sup>1</sup> (“**Ivanhoé Cambridge**” or “**we**”) provides Internet access points at no charge in selected areas within its properties for guests with portable computers or devices capable of receiving wireless signals (the “**Service**”). You will be able to access the Internet and use the Service from your wireless device when sitting within range of an access point. Guests are expected to use the Service in a legal and responsible manner.

By using this Service, the user acknowledges that he/she is subject to, and agrees to abide by these terms of use (“**Terms of Use**”), all laws, and all state, provincial and federal rules and regulations applicable to Internet use.

If you do not accept these terms you may not use the Service.

## **Terms of Use**

Guests will need a tablet, a laptop computer or other device equipped with a wireless card that supports the WiFi standard. Ivanhoé Cambridge assumes no responsibility for the safety of equipment.

We may update or modify these Terms of Use at any time and will notify you of such changes by posting updated versions applicable when you next access the Service. If you do not agree to any such changes, you must immediately stop using the Service. Your continued use of the Service constitutes your acceptance of and agreement to any changes. We may change the Service in any way, delete features, or terminate the Service at any time and for any reason.

## **Security Considerations**

Wireless access is by nature an insecure medium and Ivanhoé Cambridge cannot guarantee the security or the privacy of information, including personal information, transmitted or received through this medium. As with most guest wireless networks, any information being sent or received by you via the Service over Ivanhoé Cambridge wireless network could potentially be intercepted. Cautious and informed wireless users should not transmit their credit card information, passwords and any other sensitive personal information while using a wireless "hot spot".

Users assume all risks associated with the use of the Service.

You agree to hold harmless Ivanhoé Cambridge, its affiliates and its suppliers, and its and their employees, (together the “**indemnified parties**”) from and against any claim, damage (direct and indirect) and liability whatsoever arising from or related in any way to your use or misuse of the Service, including a claim by a third party. Notwithstanding the generality of the foregoing, the present indemnification undertaking shall be applicable to any obligation, action, suit, procedure, judgement, cost, loss, damage, debt, expense, litigation cost (including attorney's fees) and proceedings (including proceedings to enforce this provision) arising from or in any way related to

---

<sup>1</sup> Ivanhoé Cambridge means all real estate subsidiaries owned directly or indirectly by la Caisse de dépôt et placement du Québec and grouped and operating under the Ivanhoé Cambridge banner.

your use or misuse of the Service, as well as all associated settlements. You may not settle any claim in a manner that imposes any obligations, restrictions or liabilities on the indemnified parties without first obtaining the applicable party's written consent.

User waives any rights and remedies or other claims against Ivanhoé Cambridge with respect to any user's personal information (e.g. credit card) that is compromised, and for any damage caused to users' hardware or software due to electric surges, security issues or consequences caused by viruses or hacking. All wireless access users should have up-to-date virus protection on their personal laptop computers and wireless devices, as well as staying up-to-date with applicable OS security patches.

We do not control and are not responsible for data, content, services, or products that you access through the Internet while using the Service. We may, but are not obligated to, block data transmissions to protect Ivanhoé Cambridge, the Service, or the public.

## **Privacy Policy**

As further detailed in Ivanhoé Cambridge's [Privacy Policy](#), we may collect registration information that you provide to access the Service (such as your name, age, email address and other information that you agree to share with us at the time of accessing the Service), information about your use of the Service, and technical information about your device. We use this information for the purposes of delivering and managing the Service; including troubleshooting; protecting the safety and security of the Service and of our network, properties, devices, employees or guests; and improving the effectiveness of and your experience using the Service.

We may also use registration information that you provide to us at the time of accessing the Service for the purposes of informing you about promotions or offers that may be of interest to you, tailoring advertising content to you, and understanding the preferences and interests of our guests in order to customize how we promote our products or services on various channels and platforms, including on social media.

Ivanhoé Cambridge may also collect technical information, such as an anonymized version of your device's MAC address and the Relative Signal Strength Indicator (RSSI), to determine your device's approximate location within our properties. This information is used to improve your ability to use the Service and connect to our network; to manage our Service, including troubleshooting; and to generate location analytics in an aggregated format, which allows us to understand how our users interact with our properties, as further detailed in "[\*Why Do We Collect Personal Information?\*](#)" section of this Privacy Policy. Please note that recent devices may automatically generate randomized MAC addresses.

Any personal information collected as part of your use of the Service, including via monitoring, will be maintained in accordance with Ivanhoé Cambridge's [Privacy Policy](#). We do not control the sites you may visit using the Service that are not affiliated with Ivanhoé Cambridge. You should review the privacy policies of those sites and services which you access using the Service.

## **Electronic Communications**

For information on the type of electronic communications, including commercial electronic communications that you may receive from Ivanhoe Cambridge and how you may update or withdraw consent to receive such commercial electronic communications, please read Ivanhoé Cambridge [Privacy Policy](#).

Users must not use the Service to send any unsolicited commercial electronic communications (i.e. spam), including offers, advertisements, promotions or any other form of unsolicited communication that encourages, directly or indirectly, in whole or in part, participation in a commercial activity.

### **Disclaimer**

IVANHOÉ CAMBRIDGE IS PROVIDING WIRELESS CONNECTIVITY IN THIS FACILITY AS A GUEST SERVICE. USE OF THIS WIRELESS CONNECTION IS ENTIRELY AT THE RISK OF THE USER, AND IVANHOÉ CAMBRIDGE IS NOT RESPONSIBLE FOR ANY LOSS OF ANY INFORMATION THAT MAY ARISE FROM THE USE OF THE SERVICE, OR FOR ANY LOSS, INJURY, OR DAMAGES RESULTING FROM THE USE OF THE SERVICE.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IVANHOÉ CAMBRIDGE, ITS AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT: (i) THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, ERROR FREE, ACCURATE, COMPLETE OR CURRENT; (ii) MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, WORKMANLIKE EFFORT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS, OR SYSTEM INTEGRATION, (iii) THAT THE SERVICE OR ANY PART THEREOF CONFORM TO ANY DEMONSTRATION OR PROMISE BY IVANHOÉ CAMBRIDGE, or (iv) ANY WARRANTY ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OR IN CONNECTION WITH THE SERVICE.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IVANHOÉ CAMBRIDGE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF IVANHOÉ CAMBRIDGE HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

IF THE FOREGOING EXCLUSION OF LIABILITY IS HELD TO FAIL FOR ITS ESSENTIAL PURPOSE OR OTHERWISE DEEMED TO BE UNENFORCEABLE, IN WHOLE OR IN PART, FOR ANY REASON, THEN THE MAXIMUM AGGREGATE, CUMULATIVE LIABILITY OF IVANHOÉ CAMBRIDGE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICE SHALL NOT EXCEED YOUR DIRECT DAMAGES, IF ANY, UP TO ONE HUNDRED DOLLARS (CAD\$100.00). RECOVERY OF DAMAGES UP TO SUCH AMOUNT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY. THE EXCLUSION OF CONSEQUENTIAL DAMAGES IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS FOR ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED TO BE UNENFORCEABLE.

### **Miscellaneous**

These Terms of Use will be governed by the laws of the Province of Quebec, or the province in which the Service originates if other than the Province of Quebec, without giving effect to its conflict of laws provisions. These Terms of Use and the Privacy Policy constitute the entire agreement between you and Ivanhoé Cambridge with respect to the Service, and supersede and replace all

prior or contemporaneous understandings or agreements, written or oral. If any part of these Terms of Use and/or the Privacy Policy is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the provisions of the agreement will continue in effect. Any waiver of any provision of these will be effective only if in writing and signed by Ivanhoé Cambridge.

### **Agreement**

By connecting to the Wi-Fi, you are entering into a binding agreement.