

## TERMS and CONDITIONS OF USE - NextSTEPS™

DATED MARCH 24, 2014.

These terms and conditions of use (the “**Terms and Conditions**”) govern your use of the website known as NextSTEPS™, <https://www.stepsonline.ca/> ( the “**Website**”). The terms “**you**”, “**your**”, and “**yours**” refer to the permitted user using the Website and the Examining Counsel lawyer/STEPS/NextSTEPS member on whose behalf the permitted user is accessing the Website, if the permitted user is not the Examining Counsel lawyer/STEPS/NextSTEPS member. The terms “**Stewart Title**”, “**we**”, “**us**”, and “**our**” refer Stewart Title Guaranty Company. A “permitted user” is someone who has been provided a username and password by Stewart Title and who remains in good standing.

The Terms and Conditions are entered into between Stewart Title and you. If you are accessing or using the functionality or content of the Website (collectively referred to as “**Access**” or “**Accessing**”) on behalf of an Examining Counsel lawyer/STEPS/NextSTEPS member, you represent that you are authorized to accept the Terms and Conditions on the Examining Counsel lawyer/STEPS/NextSTEPS member’s behalf.

By Accessing the Website, you agree to accept and comply with the Terms and Conditions. And unless explicitly stated otherwise, the Terms and Conditions will govern your Access to any new or modified functionality or content of the Website. If you do not agree to accept and comply with the Terms and Conditions, you may not Access the Website. In that event, should you wish to order title insurance from Stewart Title you may contact our office directly by phone at 1-888-667-5151 (Ontario); 1-866-515-8401 (Western Canada); 1-888-757-0078; or 1-866-235-9152 (Quebec). In addition to the Terms and Conditions, the Stewart Title privacy policy will govern how your personal information will be used by us and can be viewed by clicking the link set out below.

### **1. Changes to the Terms and Conditions**

Stewart Title reserves the right, at its sole discretion, from time to time, to modify, add, or delete (“**Change**”) portions of the Terms and Conditions, and you agree to be bound by such Changes. Such Changes will be effective immediately upon notice to you, which may be given by any means, including posting on the Website. Your use of the Website following any such Change constitutes your agreement to follow and be bound by the Changed Terms and Conditions.

### **2. Intellectual Property Rights**

As between you and Stewart Title, exclusive ownership of, and title to, all copyrights; trademarks; service marks; patent rights; trade secrets and all other intellectual property and other proprietary rights in the Website and all of its functionality and content, including, software; text; design; graphics; images; data; advertisements; audio; video and all trade-marks, service marks and trade names and the selection and arrangements thereof will remain with, and vest in, Stewart Title or a third party owner from whom Stewart Title has obtained appropriate permissions/licenses. Except as expressly provided in the Terms and Conditions, no license to use, copy,

distribute, republish, transmit or otherwise exploit any Website functionality or content is given to you and all intellectual property and other proprietary rights in and to the Website and all of its functionality and content are expressly reserved to Stewart Title or third parties that may own the intellectual property rights. Any use of the marks appearing throughout the Website without the express written consent of Stewart Title or the owner of the mark, as appropriate, is expressly prohibited.

### **3. Scope of Use**

Subject to the Terms and Conditions, you may Access the Website solely for the purpose of ordering title insurance policies from Stewart Title and for no other purpose.

You may not, and agree not to, directly or indirectly (including by allowing someone else to):

(a) Access the Website in a manner that could damage, disable, abuse or otherwise interfere with the Website, its security, any services, system resources, accounts, servers or networks connected to or accessible through the Website, or any other person's use or enjoyment of the Website;

(b) upload to, distribute to, or otherwise disseminate through the Website any material or information of any kind that is libelous, defamatory, obscene, pornographic, abusive, or otherwise violates any law or infringes or violates any rights of any other person or entity (including any intellectual property or other property rights), or that contain viruses, backdoors or any other harmful or malicious code;

(c) sell, lease, transfer, provide or otherwise make available the Website or any portion of the Website to any third party, whether as a demonstration or otherwise;

(d) frame, mirror, scrape or data-mine the Website or any content in any form or by any means, and will not attempt to access any restricted areas of the Website or Stewart Title's systems;

(e) provide Access to the Website to anyone either directly or indirectly;

(f) attempt to reverse engineer, view/reconstruct/modify/distribute the source code/underlying algorithms, attempt to discover the source code/underlying algorithms, decompile, decrypt, disassemble or otherwise reduce the Website to human-readable form;

(g) with respect to any third party software contained in the Website, attempt to reverse engineer, view/reconstruct/modify/distribute the source code/underlying algorithms, attempt to discover the source code/underlying algorithms, decompile, decrypt, disassemble or otherwise reduce the Website to human-readable form; or

(h) use the Website for the purpose of ordering title insurance policies for clients of anyone who is not the approved Stewart Title Examining Counsel/STEPS/NextSTEPS member to whom, or on whose behalf, the login used to Access the Website was provided.

You further agree to comply with all laws that apply or may apply to your Access of the Website.

#### **4. Privacy**

The protection of personal information is important to Stewart Title and accordingly we have policies and procedures in place to effectively manage and secure personal information. Personal information is kept confidential and is used for the purposes set out in our privacy policy, including, but not limited to, the underwriting and issuing of policies and the administering of claims. From time to time, we transfer personal information, which may include electronic formats such as emails, for administrative, data backup, or processing purposes (including claims administration) to Stewart Title's parent or related companies or to third party service providers, which may be in another jurisdiction, including the USA. We use contractual or other safeguards to ensure protection of personal information transferred to Stewart Title's parent or related companies or to third party service providers.

##### **Cookies**

A cookie is a piece of text data placed on your web browser by a web server. It acts essentially as an identification card that holds a unique alphanumeric identifier to you for your session and can only be understood by the web server that gave it to you.

The Website uses session cookies to improve site navigation and to enhance your usage of the Website by maintaining information from page to page within these applications. Session cookies automatically expire and become ineffective once the user logs out, closes the web browser, or after a Website timeout. Persistent cookies allow you to maintain your logged in status while using the Website. To delete cookies after use of the Website please refer to the instructions of your web browser.

Cookies are required to use the website. Disabling cookies may cause the website to malfunction. Should you wish to disable cookies you may continue to order title insurance from Stewart Title by contacting our office at email address set out below.

Stewart Title's Privacy Policy may be viewed by clicking on the Privacy Policy link at the bottom of the Website. If you do not agree to the terms of Stewart Title's Privacy Policy, do not use the Website.

#### **5. Right to Control Access, Functionality, and Content**

Stewart Title reserves the right, at its sole discretion, from time to time, without notice, to:

- (a) modify, add, or delete portions of the Website, including its functionality or content; and/or
- (b) deny, restrict, control, or revoke your Access to the Website, or to any portion of the Website.

While Stewart Title endeavors to ensure that the Website is available at all times, Stewart Title will not be liable if, for any reason, the Website is unavailable at any time or for any period.

## **6. Links and Third Parties**

The Website may contain links to third party websites, services, or content that are not owned or controlled by Stewart Title. Stewart Title has no control over, and assumes no responsibility for, the content, or practices of any such third party websites, or services. Unless Stewart Title has expressed otherwise in writing, the existence of such a link in the Website does not constitute a recommendation or other approval by Stewart Title of the third party website.

## **7. Disclaimer**

THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND STEWART TITLE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE WEBSITE, INCLUDING ANY MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. STEWART TITLE DOES NOT REPRESENT OR WARRANT: THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS; THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED AND ERROR-FREE; OR THE CORRECTNESS, ACCURACY, OR RELIABILITY OF ANY CONTENT OR OTHER INFORMATION PROVIDED THROUGH THE WEBSITE. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE WEBSITE.

## **8. Limitation of Liability**

YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. IN NO EVENT WILL STEWART TITLE BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, OR AGGRAVATED DAMAGES, DAMAGES FROM LOSS OF PROFITS OR REVENUES, FAILURE TO REALIZE ANY EXPECTED SAVINGS, BUSINESS INTERRUPTION, LOSS OF OPPORTUNITY, OR CORRUPTION OR LOSS OF DATA, OR FAILURE TO TRANSMIT OR RECEIVE ANY DATA, EVEN IF STEWART TITLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE LIMITATIONS ON LIABILITY IN THIS PARAGRAPH WILL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND OR CLAIM, INCLUDING BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH), NEGLIGENCE, TORT OR ANY OTHER LEGAL THEORY, AND WILL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OF THE TERMS AND CONDITIONS OR OF ANY REMEDY CONTAINED HEREIN. FOR GREATER CERTAINTY, IN NO EVENT WILL STEWART TITLE BE LIABLE IN RESPECT OF ANY THIRD PARTY CLAIM.

## **9. Indemnity**

You agree to defend, indemnify and hold Stewart Title, its affiliates and related companies, and any of their respective directors, officers, employees, agents, contractors, harmless from and against all claims, liability, and

expenses, including all legal fees and costs, arising out of your intentional breach of any provision of the Terms and Conditions, or your intentional unauthorized Access to the Website.

#### **10. Title Insurance Solicitor's Agreement/Application for Appointment as STEPS/NextSTEPS member**

Nothing in this Terms and Conditions modifies or alters the terms contained in any Title Insurance Solicitor's Agreement or Application for Appointment as STEPS/NextSTEPS member entered into between Stewart Title and the Examining Counsel lawyer/STEPS/NextSTEPS member. In the event of any conflict between these Terms and Conditions and the Title Insurance Solicitor's Agreement or Application for Appointment as STEPS/NextSTEPS member, the terms of the Title Insurance Solicitor's Agreement or Application for Appointment as STEPS/NextSTEPS member shall apply.

#### **11. Governing Law**

You agree that the Terms and Conditions will be governed by and construed in accordance with the laws in effect in the Province of Ontario. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario for the purpose of any suit, action or other proceeding arising out of this Agreement or the subject matter hereof brought by either party or their successors or assigns.

#### **12. General**

Stewart Title reserves the right to make any and all changes to the Website at its sole discretion without notice OR to discontinue the availability of the Website at its sole discretion upon a minimum of sixty (60) days notice to Examining Counsel lawyers/STEPS/NextSTEPS members. Stewart Title reserves the right to deny Access to the Website to anyone at anytime. In the event of discontinuance of the Website, Stewart Title shall continue to make available in a manner of its own choosing any title insurance policy that was issued by Stewart Title through the Website.

If any provision of the Terms and Conditions are found to be unlawful, void or unenforceable, then such provision will be deemed severable and will not affect the validity and enforceability of any remaining provisions. The language in the Terms and Conditions will not be interpreted strictly for or against any party. Neither the Terms or Conditions nor any rights or obligations hereunder, in whole or in part, may be assigned by you. All of the provisions of these Terms and Conditions that by their nature are intended to survive, including but not limited to ownership, disclaimers, limitations on liability and indemnifications but not warranties, will survive termination and you agree to remain bound by those provisions.

You acknowledge that use of the Website does not create or imply the existence of a joint venture, partnership, employment or agency relationship between you and Stewart Title.

**For more information about this Terms and Conditions of Use please contact Stewart Title Guaranty Company at [privacySTGC@stewart.com](mailto:privacySTGC@stewart.com).**

Stewart Title's full Privacy Policy may be viewed at <http://www.stewart.ca/Privacy.html>