

Home Financial Modeler – Terms of Use

INTRODUCTION

The following Terms of Use (the “Terms”) are a binding contract between you and Pinnacle Paradigms Inc. (“The Company” “our” “we”). Your use of our site, applications, and services is evidence you agree to our Terms. These Terms govern your (the “User” “you” “your”) access to, viewing, and use of The Company’s websites (The Site) and The Company’s mobile applications (the “App”). The Site and App are collectively referred to as the “Platforms”. By accessing, viewing, and/or using the content, material, or services available on or through the Platforms, you indicate that you have read, understand, agree to, and intend to be legally bound by: these Terms, and The Company’s Privacy Policy. By accessing any of the Platforms, you represent that you are 18 years of age or older.

You must be at least 18 years old to view or use our Platforms and services.

If you do not agree with these Terms, The Company’s Privacy Policy, or are not at least 18 years of age, you are not granted permission to access, view, or use the Platforms and must exit immediately. If you do not agree to these Terms, or if you are under 18 years of age, do not view, access, or use the Platforms.

At any time in the future, The Company may revise these Terms, or our Privacy Policy. The Company will notify you when we make changes to these Terms, or our Privacy Policy. Through our App we will prompt you to acknowledge and accept the changes to these Terms, and/or our Privacy Policy. If you do not acknowledge and accept the changes to these Terms, and/or our Privacy Policy, you are not granted permission to access, view, or use the Platforms and must exit immediately. It is your responsibility to review and accept the changes to these Terms, and/or our Privacy Policy. Your use of the Platforms following changes to these Terms, and/or Privacy Policy indicates you have read and agreed to the changed Terms, and/or Privacy Policy.

NOT OFFERING ADVICE

The information contained in our platforms is for informational purposes only, and is not intended to provide any specific financial, investment, tax, legal, accounting or other advice to you, and should not be acted or relied upon in that regard.

NO WARRANTIES

The Company provides Platforms on an “as is, where is” basis and do not make any express or implied warranties, representations, or endorsements with respect to the Platform or Information including without limitation, warranties as to usefulness, completeness, accuracy , currency, reliability and fitness for a particular purpose. Further The Company makes no warranties the Platforms will be available and meet your requirements, that access will be uninterrupted, that there will be no delays, difficulties in use, defects, incompatibility, failures, errors, or omissions or loss of transmitted information, that no viruses or other contamination or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for taking protection and backup of data and/or equipment and for taking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

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NO LIABILITY

The Company is not responsible, and will not be liable to you or anyone else, for any damages whatsoever and howsoever caused (including direct, indirect, incidental, special, consequential, exemplary or punitive damages) arising out of or in connection with the Platforms of Information, or your ability on inability to access or use the Platforms or the Information, or any action or decision made by you in reliance on the Platforms or Information, or any errors in or omissions from the Platforms or the Information, or any unauthorized use or reproduction of the Platforms or Information, even if The Company has been advised of the possibility of these damages.

Our total liability in any matter arising out of or related to these terms is limited to the purchase price you paid for access to the Service and Software. This limitation will apply even if we have been advised of the possibility of the liability exceeding the amount and notwithstanding any failure of essential purpose of any limited remedy.

The limitations and exclusions in this “No Liability” clause apply to the maximum extent permitted by law.

DISCLAIMERS

You recognize and agree that The Company is an administrative platform only and thus has no control over the conduct of, or any information provided by, and Users of our Platforms and Services. The Company therefore disclaims all liability relating to any User’s use and/or misuse of any Platforms or Information including content owned and uploaded, entered, or submitted by you.

By uploading your content to the Services, you agree that you have: (a) all necessary licenses and permissions, to use and Share your content and (b) the rights necessary to grant the licenses in these terms.

You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damages, including reasonable attorneys’ fees, arising out of or related to your content, your use of the Services or Software, or your violation of these terms.

You may not copy this software, modified, or unmodified, on any medium and offer them for redistribution or resale of any kind. You may not sub-license, assign, or transfer this license to anyone else.

This software contains well-known real estate and finance industry algorithms and constants that may change over time. The Company will not be obligated to update these algorithms and constants.

You may not claim intellectual or exclusive ownership of this software, modified or unmodified. This software is the sole and exclusive property of The Company.

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If any part of the Terms is found void and unenforceable, it will not affect the validity of the balance of the Terms, which shall remain valid and enforceable according to its terms.

If you do not agree with any part of the license, your only recourse is to not use this software.

JURISDICTION

The Company's Platforms and Information are governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any principles of conflicts of laws, and notwithstanding your domicile, residence or physical location. All disputes, controversies or claims arising out of or in connection with the Platforms and Information shall be submitted to and be subject to the exclusive jurisdiction of the courts of the Province of Ontario. You submit and attorn to the exclusive jurisdiction of the courts of the Province of Ontario to finally adjudicate or determine any suit, action or proceeding arising out of or in connection with the Platforms or Information.

USER CONDUCT

By viewing, accessing and using the Platforms and Information, you agree that you will not do any of the following:

- (1) Restrict or inhibit any other user in any way from viewing, accessing, using and/or enjoying the Platforms and Information.
- (2) Post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, harassing, profane, threatening, abusive, discriminatory, hateful, offensive, or otherwise objectionable information, images, material, and/or pictures of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, Provincial, national, or foreign laws.
- (3) Post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, investment schemes, or other unsolicited commercial communication, or engage in spamming or flooding.
- (4) Post or transmit any information, software, or material which contains a virus, Trojan horse, worm and/or other harmful component.
- (5) Post, publish, transmit, reproduce, distribute or in any way exploit any User content (including, but not limited to, any User's location data or Personal Information).
- (6) Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up the Platforms.
- (7) Impersonate any person or entity, whether actual or fictitious, including, but not limited to, any other User, or employee or representative of The Company.
- (8) Disparage, defame, and/or malign any other User and/or The Company.
- (9) Promote violence, weaponry of any kind, war, conflict, narcotics, illegal substances, gambling, hate, pornography, criminal activities, and/or any illegal activity of any kind.
- (10) Use our Platforms or Information to stalk, track, monitor, or harass any person for any reason.

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We do not have a duty to monitor our Platforms. However, we can monitor our Platforms and disclose user information when legally required, to operate our platforms, and to protect ourselves and our users.

TERMINATION

Termination by You. You may stop using the Services at any time. Termination of your account does not relieve you of any obligation to pay any outstanding fees.

Termination by Us. If we terminate these terms for reasons other than for cause, then we will make reasonable effort to notify you at least 30 days prior to termination via the email address you provide to us with instructions on how to retrieve your content. Unless stated in Additional Terms, we may, at any time, terminate your right to use and access the Services or Software if:

- (a) You breach any provision of these terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with these terms);
- (b) We are required to do so by law (for example, where the provision of the Services or Software to you is, or becomes, unlawful);
- (c) We elect to discontinue the Services or Software, in whole or in part, (such as if it becomes impractical for us to continue offering Services in your region due to change of law); or

Survival. Upon expiration or termination of these terms, any perpetual licenses you have granted, your indemnification obligations, our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in these terms will survive. Upon the expiration or termination of the Services, some or all of the Software may cease to operate without prior notice.

EXPORT CONTROL LAWS.

The Software, Services, content, and your use of the Software, Services, and content, are subject to Canadian and international laws, restrictions, and regulations that may govern the import, export, and use of the Software, Services, and content. You agree to comply with all the laws, restrictions, and regulations.

DISPUTE RESOLUTION

Process. For any concern or dispute you may have, you agree to first try to resolve the dispute informally by contacting us. If a dispute is not resolved within 30 days of submission, you or The Company must resolve any claims relating to these terms, the Services, or the Software through final and binding arbitration, except that you may assert claims in small claims court if your claims qualify.

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Rules. If you reside in or outside Canada, an Arbitrator from the Province of Ontario, Canada will be selected by you and The Company, and the arbitration will be conducted under the rules of the Province of Ontario. The arbitration will be conducted in the English language, but any witness whose native language is not English may give testimony in the witness' native language, with simultaneous translation into English (at the expense of the party presenting the witness). Judgment upon the award rendered may be entered and will be enforceable in any court of competent jurisdiction having jurisdiction over the parties.

No Class Actions. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

Injunctive Relief. Notwithstanding the foregoing, in the event of your or others' unauthorized access to or use of the Services or content in violation of these terms you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

MISCELLANEOUS

English Version. The English version of these terms will be the version used when interpreting or construing these terms.

Notice to The Company. You may send the notices to us via email using the following address: support@homefinancialmodeler.ca

Notice to You. We may notify you by email, postal mail, postings within the Services, or other legally acceptable means.

Entire Agreement. These terms constitute the entire agreement between you and us regarding your use of the Services and Software and supersede any prior agreements between you and us relating to the Services.

Non-Assignment. You may not assign or otherwise transfer these terms or your rights and obligations under these terms, in whole or in part, without our written consent and any such attempt will be void. We may transfer our rights under these terms to a third party.

Severability. If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.

No Waiver. Our failure to enforce or exercise any of these terms is not a waiver of that section.