

# INFOTRACK CANADA PRODUCT TERMS

## Currency

*These Product Terms are current from 26 June 2025.*

## General

In addition to the General Terms, these Product Terms apply to any InfoTrack Products identified in these terms that you access or order from InfoTrack or an InfoTrack partner or reseller. Third Party Terms may also apply in addition to these Product Terms.

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## PART A Third Party Terms

### A1 Acknowledgement

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A1.1 You acknowledge and agree that, in addition the General Terms and these Product Terms, Your access and use of Third Party Products or certain InfoTrack Products that compile incorporate Third Party Products (in whole or in part) or may also subject to the applicable Third Party Terms.

#### A1.2 Definitions

**General Terms** means either:

- (a) the terms of any Master Services Agreement (including any applicable Order Forms) between InfoTrack and the Client (**MSA**); or
- (b) where there is no MSA between the Parties, InfoTrack's general terms and conditions set out at <https://infotrackcanada.com/legal/GeneralTerms>

**Product Terms** means these product specific terms that are applicable to any InfoTrack Products as identified in these 'Product Terms', and available at <https://www.infotrackcanada.com/legal/ProductTerms>

**Third Party Terms** means the terms, conditions, restraints, disclaimers or limitations (as required by InfoTrack's Third Party Suppliers) applicable to certain Third Party Products that are provided or licensed by Third Party Suppliers and made available to You by InfoTrack, located here <https://infotrackcanada.com/legal/ThirdPartyTerms> and as updated from time to time.

## PART B InfoSign

[Last updated 26 May 2025]

### B1 Acknowledgments

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B1.1 The Client acknowledges and agrees:

- (a) By using InfoSign, You agree to using electronic records and signatures and to receive all notices and other documents in relation to the relevant InfoSign Packet by electronic means.
- (b) InfoTrack is not a party to any document processed or executed through InfoSign;
- (c) The Client has exclusive control over and responsibility for the content, quality, and format of any document uploaded to InfoSign as well as any transaction facilitated through InfoSign;
- (d) Certain types of agreements and documents may be subject to specific regulations regarding electronic signatures and electronic records. As such, InfoTrack makes no representation or warranty regarding:
  - (i) the validity of the transaction sought to be affected via InfoSign;
  - (ii) whether any particular document type may be can be validly formed by electronic signatures in compliance with applicable Laws.
- (e) You are solely responsible for determining:
  - (i) whether any particular document type may be can be legally formed by electronic signatures;
  - (ii) any requirements that may be required under applicable Laws in respect to the formation of agreements vis electronic signature; and
  - (iii) how long any contracts, documents, and other records are required to be retained or stored under any applicable Laws.
- (f) InfoTrack is not responsible for or liable to:
  - (i) produce any of Your Documents or other documents to any third parties;
  - (ii) obtain any consents that may be required under applicable Laws;

- (iii) provide any information or disclosures in connection with the use of electronic signatures that may be required under applicable Laws.
- (g) When using InfoSign, You should exercise its own professional judgment, and InfoTrack is not liable to You or any third party for any decision made or action taken by You in reliance on information or content generated, collected, stored, or otherwise processed by You using InfoSign. You acknowledge and agrees that, by providing the InfoSign product, InfoTrack is not providing You with legal advice.

## B2 Storage & Deletion

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- B2.1 Document Storage:** InfoSign will store all completed Documents (including any Client Data contained in a Transaction Document) sent by You until the earlier of:
- (a) two(2) years, or
  - (b) expiry or termination of your InfoTrack account; or
  - (c) until You delete the Transaction Document,
  - (d) whichever occurs first (**Retention Period**).
- B2.2 Retrieval of Transaction Documents:** During the Term, You may use InfoSign to retrieve electronic copies of Your stored Transaction Documents at no additional cost. If You fail to retrieve Your Transaction Documents before expiry of the Retention Period, InfoTrack shall have no obligation to retain or provide any Transaction Documents
- B2.3 Termination:** Within 90 days after the termination or expiry of your InfoTrack Account, InfoTrack will delete all Your Transaction Documents in it's possession or control.
- B2.4 Transaction Data:** InfoTrack may retain Transaction Data for as long as it has a business purpose to do so, provided that any Transaction Data that constitutes Your Confidential Information will at all times maintain that status, and InfoTrack will comply with its confidentiality obligations as provided in the Agreement.

## B3 Fees

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- B3.1** InfoTrack will charge a Fee per Transaction Document that you upload to InfoSign for electronic signature, as specified at the point of sale.

## B4 Definitions

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- B4.1** In this Part, the following capitalised terms have the meaning given below:

**InfoSign** means electronic signature service provided by InfoTrack, which provides online display, certified delivery, acknowledgement, electronic signature, and storage services for Transaction Documents via the InfoTrack Platform.

**InfoSign Packet** means an electronic record containing one or more Transaction Documents uploaded to InfoSign by You.

**Transaction Document** means a document, contract, agreement or record uploaded and sent by You for electronic signature via InfoSign.

**Transaction Data** means metadata and digital audit trail generated and maintained by InfoSign about an InfoSign Packet (including Transaction Document history, method and time of InfoSign Packet creation and/or deletion, sender, signer and recipient names, email addresses and signature IDs).

## PART C Teranet Services

[Last updated 26 May 2025]

### C1 Client Acknowledgements

**C1.1 Third Party Terms:** You acknowledge and agree that, in addition to the General Terms and these Products Terms, Your access to and use of Teranet Connect and any Teranet Products is also subject to applicable Third Party Terms agreed directly between You and the Third Party Supplier or as set out at <https://infotrackcanada.com/legal/ThirdPartyTerms/> (as applicable).

**C1.2 Third Party Supplier:** You acknowledge and agree that:

- (a) We do not provide the Teranet Services. We are the agent of the Third Party Supplier that provides the Teranet Services that You can access or order either through the InfoTrack System or directly from the Third Party Supplier through the Teranet Connect platform (depending on the product);
- (b) each order You make for a Teranet Product forms a separate contract between You and the applicable Third Party Supplier and is subject to the Third Party Terms, which governs Your access to and use of the Teranet Services;
- (c) when your order Teranet Products through Teranet Connect, You acknowledge and agree:
  - (i) You must first agree to the applicable Third Party Terms with the Third Party Supplier for the supply of the Teranet Products. The Third Party Supplier may also require You to complete certain forms and accept certain additional terms and conditions.
  - (ii) You will be responsible for paying the charges for the Teranet Products directly to the Third Party Supplier as set out in the Third Party Terms;
- (d) when You order the Teranet Products from Us, We act on behalf of the Third Party Supplier as its agent for the following purposes:
  - (i) entering into this Agreement with You (as applicable) for the benefit of InfoTrack and the Third Party Supplier; and
  - (ii) accepting Your order and payment.

However, We do not act as Your agent when You order the Teranet Products through the InfoTrack System; and
- (e) You will comply with the applicable Third Party Terms on an ongoing basis and any reasonable and lawful directions given by the Third Party Supplier in relation to Your access to and use of Teranet Services.

**C1.3 Consent:** You acknowledge and agree that:

- (a) we may transfer or disclose Your Client Data and Personal Information to the Third Party Supplier for the for the purposes of supplying the InfoTrack Products and Third Party Products and purposes ancillary to the administration of your order and account; and
- (b) the Third Party Supplier may also disclose such information to the Province of Ontario, its ministries or agencies, for the purposes of Ministry or agency use, and to the Province of Ontario, its ministries or agencies and to any law enforcement authority or regulator having jurisdiction, or the Law Society of Upper Canada, in connection with any investigation by any of them relating to your use of Teranet Connect.

**C1.4 Permitted Purpose:** You represent and warrant that you will only use Teranet Connect and the Teranet Products for the Permitted Purpose.

### C2 Disclaimers and Limitation of Liability

**C2.1 Disclaimer:** We provide no warranties in respect of the Teranet Services, and expressly excludes all warranties as to the accuracy, completeness, availability, compatibility or fitness for purpose of the Teranet Services. The Teranet Services may not be available under all circumstances or at all times and may be discontinued at any time by the Third Party Supplier;

**C2.2 No Liability:** We have no liability to you in respect of Your use of or access to the Teranet Services and Your legal rights and remedies in connection with Your access to the Teranet Services You access or order are against the Third Party Supplier and not against Us, except to the extent We have directly caused the loss or damage (such as through Our breach of this Agreement).

## C3 Definitions

**C3.1 Definitions:** For the purposes of this Part B, the following terms have the meaning given below:

**Permitted Purpose** means the Your own internal business purposes directly related to searches related to Ontario real estate transactions, including without limitation, disposition or acquisition of real estate in Ontario, and/or the preparation of any documents in connection with such a disposition, acquisition or transaction, and for no other purpose whatsoever.

**Teranet Connect** means the platform owned and operated by the Third Party Supplier.

**Teranet Products** means the information, reports and other content, including title searches and property information, provided by the Third Party Supplier via Teranet Connect.

**Teranet Services** means the Teranet Products and Teranet Connect, as applicable.

## PART D ID Verification Services

[Last updated 26 May 2025]

### D1 Third Party Terms

**D1.1** You acknowledge and agree that, in addition to the General Terms and these Product Terms, Your access to and use of any ID Verification Services is also subject to the Third Party Terms applicable to the ID Verification Services located at <https://treeforttech.com/user-license-agreement/> and also reproduced at <https://infotrackcanada.com/legal/ThirdPartyTerms/>.

### D2 Access to the InfoTrackID Platform

**D2.1** InfoTrack grants you with access to the InfoTrackID Platform in accordance with the licence granted under this Agreement for the purposes of:

- (a) submitting a request for InfoTrack to supply the ID Verification Services in respect of a Person Being Identified;
- (b) retrieve completed ID Verification Reports via the InfoTrackID Platform; and
- (c) communicating with InfoTrack about the ID Verification Services.

### D3 ID Verification Services

**D3.1 ID Verification Services:** The ID Verification Services facilitate the verification of the Identity Documents submitted to the Third Party Supplier by the Person Being Identified, and comprise:

- (a) the InfoTrackID Services (provided by InfoTrack); and
- (b) the ID Verification Report (being a Third Party Product provided by a Third Party Supplier), (together, the ID Verification Services).

**D3.2 InfoTrackID Services:** Where You have submitted a Request for the ID Verification Services in respect of a Person Being Identified, InfoTrack will:

- (a) transfer the contact details you provided about Person Being Identified to the Third Party Supplier for the purposes of the Third Party Supplier initiating and conducting identity verification checks and preparing an ID Verification Report in respect of your client; and
- (b) upon completion of the ID Verification Report by the Third Party Supplier, InfoTrack will:
  - (i) notify You by email that the ID Verification Report is available for retrieval (unless you have opted out of these notifications or changed your default settings); and

- (ii) make the completed ID Verification Report in relation to the Person Being Identified available for download via the InfoTrackID Platform in accordance with this Agreement,

**(InfoTrackID Services).**

**D3.3 Treefort ID Verification Services:** The Third Party Supplier will:

- (a) email the Person Being Identified to initiate the identity verification checks for the purposes of preparing a ID Verification Report via the Third Party Platform;
- (b) the Person Being Identified will be re-directed to the Third Party Platform and the Third Party Supplier will conduct the identity verification check and prepare the ID Verification Report;
- (c) facilitate the Person Being Identified's submission of the Identity Documents via the Third Party Platform;
- (d) attempt verification of the Identity Documents, including by submitting the Identity Documents to the relevant document verification services;
- (e) generate the ID Verification Report and return that ID Verification Report to InfoTrack, in accordance with the Third Party Terms **(ID Verification Services)**.

## D4 Client Acknowledgements

**D4.1 Third Party Supplier:** You acknowledge and agree that:

- (a) We do not provide the ID Verification Services. We are the agent of the Third Party Supplier that provides the ID Verification Services through the Third Party Platform;
- (b) each order You make for a Teranet Product forms a separate contract between You and the applicable Third Party Supplier and is subject to the Third Party Terms, which governs Your access to and use of ID Verification Services;
- (c) when You order the ID Verification Services from Us, We act on behalf of the Third Party Supplier as its agent to accept Your order and payment. However, We do not act as Your agent when You order the ID Verification Services through the InfoTrack System; and
- (d) You will comply with the applicable Third Party Terms on an ongoing basis and any reasonable and lawful directions given by the Third Party Supplier in relation to Your access to and use of ID Verification Services.

**D4.2 Client Data:** You acknowledge and agree that:

- (a) You must provide all relevant information required to enable InfoTrack and the Third Party to provide the ID Verification Services for the Person Being Identified **(Client Data)**; and
- (b) You are responsible for the accuracy and completeness of all Client Data made available by You to InfoTrack and the Third Party Supplier in connection with the ID Verification Services.

**D4.3 Consent:** You warrant and agree that the Person Being Identified has given You consent as required by applicable Laws:

- (a) to transfer their Personal Information to InfoTrack and for InfoTrack to further transfer that information to applicable Third Party Suppliers for their use in connection with providing the ID Verification Services and as set out in this Agreement and in accordance with the Third Party Terms; and
- (b) for InfoTrack to collect, store, and process the information provided by Treefort about the Person Being Identified for the purpose of supplying the ID Verification Report to You.

**D4.4 Compliance:** You acknowledge and agree that:

- (a) the ID Verification Services are a tool designed to facilitate Your attempts to verify the identity of the identity of the Person Being Identified as, as such:
  - (i) You will need to satisfy yourself of adequacy, appropriateness and compatibility of the ID Verification Services for your requirements (including comply with the ID Rules and applicable Laws and

- (ii) You will take all further necessary and reasonable steps to comply with applicable ID Rules Laws;
- (b) that You are solely responsible (and neither InfoTrack nor the Third Party are responsible) for complying with all applicable ID Rules and Laws in respect of Your obligations to verify the identity of the Person Being Identified;
- (c) neither InfoTrack nor its Third Party Supplier are acting as your agent in respect of Your obligations to verify the identity of the Person Being Identified;
- (d) neither InfoTrack nor its Third Party Supplier's will conduct any face-to-face interviews with the Person Being Identified;
- (e) You are responsible for reviewing the ID Verification Report and must reasonably satisfy yourself based on the information available to You (including the ID Verification Report and the Matter Information) that the Identity Documents for the Person Being Identified have been properly verified; and
- (f) You are responsible for storing and maintaining your own records of the ID Verification Reports as required by applicable ID Rules and Laws.

## D5 Warranty Disclaimers

D5.1 Neither InfoTrack nor the Third Party Supplier warrants that:

- (a) the successful completion of a ID Verification Report proves the identity of the Person Being Identified nor eliminates the possibility of identity fraud; or
- (b) the ID Verification Services alone will meet or comply with the ID Rules or other Laws applicable to Your obligations to verify the identity of the Person Being Identified.

## D6 Limitation of Liability and Indemnities

D6.1 **Limitation of Liability:** You acknowledge and agree that, subject to InfoTrack's compliance with this Agreement and all Laws applicable to InfoTrack, InfoTrack has no liability to You, howsoever arising (whether directly or indirectly and whether on contract, tort or negligence), in respect of Losses or Claims suffered by You in connection with or arising from:

- (a) the matters set out in clause D4.3(b) and D5.1 above; and
- (b) the ID Verification Report provided by the Third Party Supplier in connection with the ID Verification Services.

D6.2 **Indemnity:** You indemnify and keep indemnified InfoTrack from and against any Losses or Claims (including any reasonable legal costs) reasonably incurred or suffered by InfoTrack arising directly from or in connection with:

- (a) any breach of the Third Party Terms caused or contributed to by You or Your Representatives; and
- (b) any breach of clause D4.3 (Consent).

## D7 Record Retention

D7.1 **Retrieval from the UI:** InfoTrack will make available the following records about the ID Verification Services for Your retrieval from the InfoTrackID Platform for a period of at least 30 days:

- (a) copies/record of the Request and Client Materials submitted by You;
- (b) a copy of the ID Verification Report;

(VOI Records).

D7.2 **Archiving of the VOI Records:** Any time between 30 and 60 days after the completion of the ID Verification Services (or other period agreed between the Parties), InfoTrack may permanently and securely destroy the VOI Records from all InfoTrack Systems.



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## D8 Definitions

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D8.1 In this PART D:

**Identity Documents** means the identity documents required to be submitted by the Person Being Identified to enable the ID Verification Services to be performed.

**ID Rules** means the applicable Laws, rules and regulations applicable to Your obligations to verify the identity of the Person Being Identified and the type of ID Verification Services requested by You.

**ID Verification Report** means the form of report produced by the Third Party Supplier for each individual Person Being Identified who is the subject of the Treefort ID verification process. The ID Verification Report will contain, at a minimum, the following information: (i) the name of the individual; (ii) their address; and (iii) a pass or fail mention.

**ID Verification Services** has the meaning given to that term under clause D3.1.

**InfoTrackID Platform** means a secure online platform which InfoTrack may make available to You for initiating Requests and accessing ID Verification Reports.

**Person Being Identified** means the individual who is required to have their identity verified.

**Request** means the request for ID Verification Services in respect of a Person Being Identified made by You.

**Third Party Platform** means the application hosted and operated by the Third Party Supplier to provide the verification of identity services.

**Third Party Terms** has the meaning given in the General Terms and, for the purposes of the ID Verification Report, means the Treefort Terms located at <https://treeforttech.com/user-license-agreement/> and the Treefort Privacy Policy located at <https://treeforttech.com/website-privacy-statement/>.

**Treefort Identity Services** has the meaning given to that term under clause D3.3.