

TERMS AND CONDITIONS

Effective Date: December 1, 2025

Brokerage Legal Name: Handley Real Estate Brokerage Inc.

Province: Ontario, Canada

1. Acceptance of Terms

By accessing or using this website (the “Site”), you agree to be legally bound by these Terms and Conditions (“Terms”). If you do not agree, you must immediately discontinue use of the Site.

These Terms govern all visitors, users, and prospective clients.

2. Brokerage Disclosure (Ontario – RECO)

Handley Real Estate Brokerage Inc. is a real estate brokerage registered in the Province of Ontario and regulated by:

The Real Estate Council of Ontario (RECO)

under the

Trust in Real Estate Services Act, 2002 (TRESA) and its regulations.

Nothing on this Site constitutes a trade in real estate or creates representation unless and until a written agreement is executed in compliance with Ontario law.

3. No Agency or Representation Relationship

Accessing this Site, submitting an inquiry, requesting information, or communicating electronically does **not**:

- Create a client relationship
- Establish representation
- Create a brokerage agreement
- Impose fiduciary duties

A representation relationship arises only upon execution of a written agreement compliant with TRESA and Ontario regulations.

4. MLS® and Listing Data Disclaimer

Property listing information displayed on this Site may be obtained from the MLS® System and participating real estate boards.

While deemed reliable, such information:

- Is not guaranteed
- May contain errors or omissions
- Is subject to change without notice
- May be withdrawn at any time
- May have been updated or sold prior to display

Users must independently verify all property details before relying upon them.

The MLS® trademark and related logos are owned by the Canadian Real Estate Association (CREA) and used under license.

5. No Professional Advice

Information provided on this Site is for general informational purposes only and does not constitute:

- Legal advice
- Tax advice
- Financial or investment advice
- Mortgage advice
- Zoning or land-use advice

You are solely responsible for obtaining independent professional advice prior to making real estate decisions.

6. Accuracy of Information

The Brokerage makes reasonable efforts to ensure information is current; however:

- No representation or warranty is made as to accuracy, completeness, reliability, or suitability.
- Market data, pricing, and valuations are collected from information deemed reliable, however it is not guaranteed and in some cases may be estimates only.
- Investment or financial projections are hypothetical and non-binding.

All use of information from this Site is at your sole risk.

7. Limitation of Liability

To the maximum extent permitted by Ontario and Canadian law:

Handley Real Estate Brokerage Inc., its broker of record, salespersons, brokers, officers, employees, contractors, and affiliates shall **not be liable** for:

- Any direct, indirect, incidental, special, consequential, or punitive damages
- Loss of profits or opportunity
- Reliance on property information
- Technical failures or website interruptions
- Third-party listing inaccuracies
- Decisions made based on website content

Under no circumstances shall total aggregate liability exceed **\$1,000 CAD**, regardless of the legal theory asserted.

Nothing in these Terms excludes liability where such exclusion is prohibited by law.

8. Indemnification

You agree to indemnify and hold harmless the Brokerage and its representatives from any claims, damages, or expenses arising from:

- Your use or misuse of the Site
 - Your reliance on listing information
 - Your violation of these Terms
 - Unauthorized or improper use of content
-

9. Intellectual Property

All content on this Site, including but not limited to:

- Branding
- Logos
- Marketing materials
- Text
- Photographs
- Layout and design

Is the property of the Brokerage, used under license of from site providing free access to same.

You may not reproduce, distribute, scrape, or republish any content without prior written consent.

10. Prohibited Use

You agree not to:

- Use automated systems to scrape listing data
- Attempt to interfere with Site security

- Use the Site for unlawful purposes
- Submit false or misleading information

Unauthorized use may result in legal action.

11. Electronic Communications and CASL Compliance

By submitting contact information, you consent to receive communications from the Brokerage, including:

- Responses to inquiries
- Property information
- Market updates

You may withdraw consent at any time in accordance with the **Canadian Anti-Spam Legislation (CASL)**.

12. Privacy and PIPEDA Compliance

Personal information collected through this Site is handled in accordance with:

- The Personal Information Protection and Electronic Documents Act (PIPEDA)
- Applicable Ontario privacy laws

Please refer to our Privacy Policy for details on data collection, storage, and use.

13. Third-Party Links

The Site may contain links to third-party websites. The Brokerage:

- Does not endorse third-party content
- Is not responsible for third-party accuracy
- Assumes no liability for third-party practices

Use of third-party sites is at your own risk.

14. Governing Law and Jurisdiction

These Terms are governed exclusively by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

You agree to submit to the exclusive jurisdiction of the courts of Ontario.

15. Amendments

The Brokerage reserves the right to modify these Terms at any time without prior notice. Continued use of the Site constitutes acceptance of the updated Terms.

16. Contact Information

Handley Real Estate Brokerage Inc.
Broker of Record - Matthew Handley
Tel. 647 366 9886
Email. matt@handleyre.com