



Terms and Conditions for Submitting a Purchase Order and for Purchasing CMHC Products

Acceptance

This is an Agreement between you and Canada Mortgage and Housing Corporation ("CMHC") that governs your purchase order requests and any subsequent purchases of any CMHC product, service or subscription ("CMHC Products"). You agree to be bound by this Agreement and you represent and warrant that you have the legal authority to agree and accept this Agreement on behalf of yourself or the person you purport to represent including an incorporated or unincorporated entity. If you do not agree to the terms and conditions set out in this Agreement, you must not submit a purchase order request and purchase a CMHC products.

Capacity to Contract

Purchase order requests and purchases of CMHC Products may only be made by persons who have reached the age of majority or are of legal age and who have the capacity to contract.

Electronic Communications

By accessing this Website or sending electronic mail to CMHC you are communicating with CMHC electronically. By doing so, you agree to receive communications from CMHC electronically. CMHC will communicate with you by electronic mail at the electronic mail address provided by you or posting notices on this Website or any other website that that may be generally designated in advance for such purpose. You consent to receiving electronically all agreements, notices, disclosures and other communications that CMHC provides to you.

Modifications to the Terms and Conditions for Submitting a Purchase Order and for Purchasing CMHC Products

CMHC reserves the right to change the terms and conditions for submitting a purchase order and purchasing CMHC Products. By submitting a purchase order and by purchasing a CMHC Product after such changes, you accept these modified terms and conditions. You agree to read the terms and conditions each time you submit a purchase order and purchase a CMHC Product.

Product Availability, Prices, Orders, Misprints and Errors

CMHC cannot guarantee that CMHC Products advertised on this Website will be available to you when you submit a purchase order or at any time thereafter or will be free of misprints or other errors. CMHC reserves the right, at any time, without notice or liability to you or any other person, to no longer make CMHC Products available, change CMHC Products, prices,

fees, shipping, service and other charges and to limit quantities of CMHC Products. If you submit a purchase order for which the price was incorrectly displayed or for which a CMHC Product has been improperly described, or the CMHC Product has changed CMHC will give you the opportunity to cancel the order. If you submit a request for CMHC Products that are not available this will be indicated on this Website at the time of making the request. CMHC reserves the right to reject any submitted purchase order.

Payment

You agree to pay for all purchased CMHC products, all applicable taxes and shipping charges. All prices, payments, shipping and associated costs for CMHC Products are in Canadian dollars.

Advertisements of CMHC Products on this Website Are Not Offers to Sell

The advertisements on this Website are invitations to submit purchase orders and are not offers to sell. The fully and properly completed and submitted purchase order constitutes your offer to purchase the CMHC Product(s) identified in your submitted purchase order. Your submitted purchase order shall be deemed to be accepted by CMHC only if and when CMHC sends a purchase order acceptance to your e-mail address. Should you not receive a response from CMHC regarding a submitted purchase order request, or if you experience a service interruption or error display, or other problem, it is your responsibility to confirm with CMHC whether your purchase order has been submitted to CMHC. CMHC will not be responsible for any losses attributable to an assumption by you that a purchase order was not submitted because no response or acceptance was received by you.

Login Names and Passwords

User accounts on this Website require the use of a unique login name and password. Passwords should not be obvious and should be changed regularly. You agree not to share your login name and password with any other person. You agree that you shall keep your login name and password confidential and that you shall not disclose the user login name and password to any person or allow any person to use it unless you obtain the express written authorization of CMHC.

You shall immediately notify CMHC if there has been any unauthorized use of your login name and password, if it has become known to another person or if it has been lost or stolen or otherwise compromised.

You agree to respond promptly to all complaints and concerns relating to the use of your login name or password or your use of this Website.

You agree that you are solely responsible and liable for any use or misuse of your login name and password and for all transactions or other activities that occur under your login name and password

The security and privacy provided by using login names and passwords is not absolute and can be compromised. Your use of the login name and password is at your own risk.

Submission of Accurate Information

You agree that all the information you provide to CMHC shall be true, accurate, complete and current . You shall immediately notify CMHC of any changes in the information you provided to CMHC including registration, billing, payment, shipment and other transaction related information. CMHC will rely on the information you provide. CMHC assumes no responsibility or liability for any damages that result from any false, inaccurate or incomplete information provided by you or your failure to update your information. You agree that you will be solely liable for all costs, losses and damages that you or CMHC or any third person incurs as a result of your submission of any false, inaccurate, or incomplete information or your failure to update your information.

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Governing Law and Jurisdiction

All matters relating to your access to or use of the Website and CMHC Products shall be governed by the laws of the Province of Ontario and the laws of Canada, notwithstanding conflict of laws principles. You agree and hereby submit to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to all matters relating to your access to and use of the Website or purchase of CMHC Products.

Indemnification

You agree that your use of the Website, the Content, the Services and the CMHC Products shall not be made the basis for any claim, suit, demand or cause of action or other proceeding against CMHC and/or its suppliers. You agree, at your own expense, to indemnify and hold CMHC and its suppliers, and its and their respective directors, officers, employees, representatives, agents and licensors harmless against any claim, suit, demand, action or other proceeding brought against any of them by a third party as a result of your breach of these Terms and Conditions.

Termination

CMHC may at its sole and absolute discretion cancel or terminate your right to use this Website or any part of the Website at any time, without notice or liability to you or any other person. In the event of termination, the terms and conditions of use of this Website and the terms and conditions for submitting a purchase order and purchasing a CMHC product shall continue to apply and be binding upon you with respect of your prior purchase order submissions, purchases of CMHC Products and use of the CMHC website.

Waiver/Severance

The failure by CMHC to require or enforce the performance of any provision of any terms and conditions shall not be construed as a waiver of any provision or right. Each provision of any of the terms and conditions is severable from the other terms and conditions and if any of the provisions contained in the terms and conditions are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, the other terms and conditions will continue to have full force and effect.

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Ottawa, ON
K1A 0P7
Canada

or by e-mail at chic@cmhc-schl.gc.ca

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No Agency Relationship, Joint Venture, Partnership etc.

This Agreement does not constitute and shall not be construed to constitute an employment, joint venture, partnership or agency relationship.

Copy of Terms and Conditions for Submitting a Purchase Order and Purchasing A CMHC Product

You are permitted to and should make a copy or print a copy of this Agreement for your own personal records.