



CF Concierge Service Order Form Terms & Conditions

Terms & Conditions

I am authorized by the building occupant listed above to place this order and to agree to the Terms & Conditions located at cfconcierge.ca on behalf of the building occupant. I understand that the Terms & Conditions affect the legal rights and obligations of the building occupant and contain releases and indemnification obligations in favour of, and exclude or limit the liability of, The Cadillac Fairview Corporation Limited, its affiliates and service providers.

Terms & Conditions

1. The CF Concierge Service Order Form ("Order") and these Terms & Conditions ("Terms") comprise the entire agreement between the Building Occupant listed in the Order and The Cadillac Fairview Corporation Limited ("CFCL") for the Building Services listed in Section 1 of the Order Form. "Cadillac Fairview" means CFCL and its affiliates, including Ravel by CF Inc.
2. CFCL agrees to provide the Requested Services to the Building Occupant for the Building Occupant's premises ("Premises") in the building listed in the Order (the "Building") on these Terms and in consideration of the mutual covenants herein. Nothing in the Order or these Terms shall be construed as providing the Building Occupant any exclusive rights or to create a partnership, joint venture, agency, or employment relationship between CFCL and the Building Occupant.
3. The Building Occupant may authorize its employees and contractors ("Authorized Users") to use the Requested Services by authorizing CFCL to create an account for the Authorized Users. The Building Occupant will provide CFCL with the name, email address, and other reasonable information required to establish an account for the Authorized User. Each Authorized User must agree to the CF Concierge Terms of Service (available at cfconcierge.ca). The Building Occupant is responsible for maintaining and updating the status of Authorized Users and providing CFCL with at least two (2) business days' notice when an employee or contractor's authorization is to be revoked. The Building Occupant is responsible for all activities that occur under an account of an Authorized User, including any breach of the CF Concierge Terms of Service, regardless of whether the activities are authorized by the Building Occupant. The Authorized User is responsible for maintaining the confidentiality of the Authorized User's password. The Building Occupant will notify CFCL immediately upon becoming aware of any material breach by an Authorized User of the CF Concierge Terms of Service.
4. Some of the Requested Services may be subject to fees. Unless otherwise expressly provided for in an Order, CFCL will invoice the Building Occupant at intervals (each, a "Billing Period") and in a manner determined by CFCL from time to time for all fees and applicable taxes due and payable for use of the Requested Services. The Building Occupant shall pay all invoiced amounts within thirty (30) days of the date of the invoice. CFCL reserves the right to charge interest on late payments of the lesser of two percent (2%) per month or the maximum amount permitted under applicable law. The Building Occupant must notify CFCL in writing of any dispute with respect to an invoiced amount within ten (10) days of receipt of the invoice or Building Occupant shall be deemed to have accepted the invoiced amount. If Building Occupant fails to pay fees when due, CFCL may, in addition to any other remedy, suspend provision of the Requested Services on ten (10) days' written notice to the Building Occupant. Further, if Building Occupant fails to pay fees when due, such failure shall be deemed to be a default under any lease or license for the occupied premises in the Building listed in the Order. CFCL may increase or otherwise change fees or add new fees for the Requested Services at any time. Fees are not refundable for any reason. In the event that the Building Occupant commences, cancels or changes the Requested Services during a Billing Period, the Building Occupant will be charged Fees for the full Billing Period (no prorated fees).
5. The Requested Services are licensed to the Building Occupant and Authorized Users, not sold. The Requested Services include or are powered by Cadillac Fairview Content and Third-Party Content. "Content" means software, data, text, audio, video or images. Cadillac Fairview or its third-party service providers and licensors ("Third Party Providers") own all right, title, and interest in and to the Requested Service, including the Content, and all related technology and intellectual property rights. Subject to these Terms, CFCL grants the Building Occupant and its Authorized Users a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Requested Services solely in accordance with these Terms and the CF Concierge Terms of Service.
6. CFCL or Third Party Providers may change or discontinue any or all of the Requested Services or any features or functionalities of the Requested Services at any time. CFCL will provide thirty (30) days' notice before discontinuing a Requested Service, unless CFCL is unable to do so because a Third Party Provider does not provide sufficient notice to allow CFCL a commercially reasonable opportunity to provide such notice or CFCL or Third Party Providers of Third Party Technology deems the discontinuance necessary to (a) comply with applicable law, (b) respond to a threat to the Building Occupant, other building occupants, Cadillac Fairview, or our licensors; or (c) respond to an allegation of intellectual property infringement. Your sole recourse in the event of a change or discontinuance of the Requested Services is to terminate the Order Form.
7. CFCL or Third Party Providers may suspend the Building Occupant's and/or any Authorized User's right to access or use any or all of the Requested Services immediately upon notice to the Building Occupant: (a) if the Building Occupant's and/or any Authorized User's use of the Requested Services violates these Terms or the CF Concierge Terms of Service, (b) deems that a suspension is necessary to respond to potential fraud or a security or other threat to the Building Occupant, other building occupants, or Cadillac Fairview or its licensors; (c) there is an allegation that Building Occupant or any Authorized User has violated the intellectual property rights of any third party; or (d) continuing to provide the Requested Services would result in the assumption by Cadillac Fairview or Third Party Providers of legal liability other than as expressly assumed under these Terms.

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8. The term of this Order and these Terms shall begin on the date that the Order is accepted by CFCL and continue for a period of twelve (12) months. The Order and these Terms shall automatically renew for successive twelve (12) month periods unless one party provides notice of non-renewal to the other party at least thirty (30) days' prior the anniversary of the acceptance of the Order or the Order and these Terms are terminated in accordance with Sections 9 or 10 of these Terms.
9. Either party may terminate the Order and these Terms at any time on at least thirty (30) days' written notice. CFCL may terminate the Order and these Terms (a) immediately upon notice if the Building Occupant ceases to be an occupant of the Building listed in the Order, or (b) immediately without further notice if the Building Occupant or any lessee, subleasee, licensee or sublicensee of the premises occupied by the Building Occupant is in default of any lease or license for the occupied premises in the Building listed in the Order which has not been cured within thirty (30) days' after CFCL or any of its affiliates has provided written notice to the Building Occupant or the lessee, subleasee, licensee or sublicensee. The Order and these Terms will automatically terminate if CFCL discontinues CF Concierge or all of the Requested Services.
10. Either party may terminate the Order and these Terms immediately upon notice if (a) the other party has breached a material term of these Terms, which has not been cured within thirty (30) days' after being provided with written notice of the breach or (b) the other party ceases to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of the Building Occupant's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.
11. Upon termination of these Terms for any reason: (a) the Authorized Users shall cease to be authorized to use the Requested Services; and (b) all of the Building Occupant rights under the Order and these Terms immediately terminate and neither the Building Occupant nor the Authorized Users shall continue to access or use the Requested Services. Sections 11, 13, 14, 15, and 17 shall survive the termination of the Order and these Terms along with any terms of these Terms that are required to interpret or give effect to those Sections.
12. CFCL will comply with the CF Concierge Privacy Notice (available at cfconcierge.ca) and all applicable laws, including laws protecting the confidentiality and privacy of personal information, in the course of providing the Requested Services. CFCL will implement reasonable and appropriate measures designed to help you secure CF Concierge against unauthorized access and use of any data, text, audio, video or images that Authorized Users enter into the Requested Services ("User Materials"). As described in the CF Concierge Terms, each Authorized User grants CFCL and its Third Party Providers a limited, revocable, non-exclusive, sublicensable, transferrable license to use the User Materials solely for the purposes of providing the Requested Services and in compliance with the CF Concierge Privacy Notice.
13. Except as otherwise expressly provided in these Terms, the Requested Services are provided "as is" without any express, implied or statutory representations or warranties of any kind. TO THE FULLEST EXTENT PERMITTED BY LAW, CFCL HEREBY EXPRESSLY (A) DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE REQUESTED SERVICES, INCLUDING WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE REQUESTED SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED. CFCL ALSO HEREBY EXPRESSLY DISCLAIMS THAT THE PREMISES WILL BE SECURE OR THAT THE ACCESS READERS CONTROLLING ENTRY TO THE PREMISES WILL PREVENT UNAUTHORIZED ACCESS.
14. CADILLAC FAIRVIEW AND THIRD PARTY PROVIDERS WILL NOT BE LIABLE TO THE BUILDING OCCUPANT OR ANY AUTHORIZED USER FOR ANY LOSSES OR DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF CADILLAC FAIRVIEW OR THE THIRD PARTY PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER CADILLAC FAIRVIEW NOR THIRD PARTY PROVIDERS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) THE BUILDING OCCUPANT'S OR ANY AUTHORIZED USER'S INABILITY TO USE THE REQUESTED SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THE USE OF OR ACCESS TO THE REQUESTED SERVICES, (II) THE DISCONTINUATION OF ANY OR ALL OF THE REQUESTED SERVICES, OR, (III) ANY ANTICIPATED, UNANTICIPATED, SCHEDULED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE REQUESTED SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR ACCESS TO THE REQUESTED SERVICES; (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY USER MATERIALS OR OTHER DATA; OR (E) ANY UNAUTHORIZED ACCESS TO THE PREMISES OR THE THEFT, DESTRUCTION, DAMAGE, LOSS, OR ALTERATION OF PROPERTY OR INFORMATION STORED IN THE PREMISES OR ELSEWHERE IN THE BUILDING. THE BUILDING OCCUPANT AGREES THAT THE FOREGOING DISCLAIMERS AND EXCLUSIONS AND LIMITATIONS OF LIABILITY ARE AN ESSENTIAL PROVISION OF THESE TERMS AND THAT CFCL IS PROVIDING THE REQUESTED SERVICES IN RELIANCE ON BUILDING OCCUPANT'S AGREEMENT TO THE FORGOING LIMITATION OF LIABILITY.
15. THE BUILDING OCCUPANT RELEASES CADILLAC FAIRVIEW AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AND THIRD PARTY PROVIDERS AND OTHER SUBCONTRACTORS AND SERVICE PROVIDERS (COLLECTIVELY, "RELEASED PERSONS") FROM ALL CLAIMS IN RESPECT OF ANY DEATH OR INJURY TO PERSONS OR FOR ANY LOSS OR DAMAGE OF OR TO THE PROPERTY OF THE BUILDING OCCUPANT OR OF OTHERS REGARDLESS OF HOW CAUSED (INCLUDING THEFT), AND WHETHER OR NOT ANY SUCH DEATH, INJURY, LOSS OR DAMAGE RESULTS FROM THE NEGLIGENCE OF ANY RELEASED PERSON

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WHICH ARE OCCASIONED OR IN ANY WAY ARISE FROM THE PERFORMANCE OF THE SERVICES BY THE RELEASED PERSONS.

16. The Building Occupant will defend, indemnify, and hold harmless the Released Persons from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable lawyer's fees and disbursements) arising out of or relating to: (a) any Authorized User's use of the Requested Services; (b) the suspension of the Requested Services; (c) any breach of these Terms or violation of applicable law by the Building Occupant, any Authorized User or User Material; (d) any dispute between the Building Occupant and any Authorized User; and (e) death or injury arising from or out of any occurrence, in, upon or relating to the Premises or damage to or loss of property of the Building Occupant or any others located in the Premises or elsewhere in the Building regardless of how caused including the failure of the Services or the negligence of the Released Persons.
17. The disclaimers, exclusions of liabilities, limitations of liability and indemnities in these Terms are for the benefit of the Released Persons and may be raised as a defence in any proceeding brought against any of them by any legal or natural person or other claimant. Except as otherwise provided for in this Section 16, there are no other third-party beneficiaries of these Terms.
18. No failure to enforce any provision of these Terms will constitute a present or future waiver of such provision nor limit either party's right to enforce such provision, except to the extent a party explicitly waives enforcement of such provision in writing.
19. If any provision or part of a provision of these Terms are held to be invalid or unenforceable, the remaining portions of this provision or these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to provide in a manner that gives effect to the original intent of the provision as possible or, if that is not possible, will be severed.
20. In the event of any inconsistency or conflict between these Terms and any other agreement between Cadillac Fairview and the Building Occupant or the tenant on a head lease, these Terms and conditions shall govern all matters arising out of or related to the Services to the extent of the inconsistency or conflict.
21. The Order Form and these Terms are governed by the laws of the Province in which the Building listed in the Order Form is located and the laws of Canada applicable therein. All disputes arising out of or related to the Order Form, these Terms or the provision, use, or discontinuance of the Building Services shall be determined in the applicable courts in the Province in which the Building listed in the Order Form is located.
22. CFCL may modify these Terms at any time upon thirty (30) days' written notice to the Building Owner.
23. All notices may be given by personal delivery or by courier (a) if to the Building Occupant, at the address listed in the Order Form; and (b) if to CFCL, at 20 Queen Street West, 5th Floor, Toronto, Ontario Toronto, ON M5H 3R4, Attention: Legal Department.
24. The parties hereto have required that this Agreement be drawn in the English language only. Les parties présentes ont exigé que la présente entente soit rédigée en langue anglaise seulement.