

Terms of Use and Privacy Policy

Last Update: February 15, 2024

All visitors to BlueRise.ca are advised to carefully review the following terms of use including privacy policy (“Terms”) before accessing or utilizing the BlueRise.ca website (“Website”) and the services provided by BlueRise (including BlueRise Real Estate Investment Trust (BlueRise REIT), BlueRise GP Inc., BlueRise Master Limited Partnership, and affiliated entities including subsidiaries, nominees, and affiliated exempt market dealers (collectively referred to as the “Services”) offered therein. The Terms govern your use of the Website, the Services, or any part thereof (collectively referred to as the “Site”), including all messages, information, data, text, software, images, and other content comprising the Site (“Content”). By accessing or using this Site, you agree to these Terms. The Terms provide exemptions and indemnities for BlueRise REIT, BlueRise GP Inc., BlueRise Master Limited Partnership, BlueRise Real Estate Inc., and any subsidiaries, nominees, associated entities, directors, officers, shareholders, unit subscribers, consultants, employees, partners, associates, affiliated exempt market dealers and others from liability, and include other important provisions governing your use of the Site.

The Terms

You must be 18 years of age or older at the time of registration with us. In order to access details of the offering you will be asked to register and to provide your legal name and email address as well as to respond to questions regarding your current residency, financial situation, risk tolerance, and the level of financial knowledge. This information is necessary in order to comply with securities laws and regulations.

Prior to purchasing Trust Units, all information will be verified by a Chief Compliance Officer of our affiliated exempt market dealer (EMD). Additional information may be requested as needed. In order to purchase Trust Units, you will need to complete a Know Your Client form and sign a Subscription Agreement.

Your use of this Site or any of its aspects is contingent upon your acceptance of the Terms. By visiting or using this Site, you, on your own behalf and on behalf of any organization you represent (referred to collectively as “you”), agree to accept and adhere to these Terms for each visit to and use of this Site. You also agree to our Privacy Policy. Further, you consent to the information and the communications between us being provided and conducted electronically.

Additionally, you acknowledge that transactions through this Site may be conducted electronically. Additional terms may apply to specific Services.

We reserve the right, at our sole discretion, to add, remove, modify, or otherwise change any part of these Terms, in whole or in part, at any time. Any changes will be effective as of the date they are posted to this Site, and the “Last Update” notice at the top of this document will be amended to reflect the date of such changes. It is your responsibility to review these Terms each time you access this Site to determine if any changes have been made. If any change is unacceptable to you, you must cease using this Site immediately. Your continued use of this Site after any changes are posted will constitute acceptance of those changes. These Terms apply exclusively to your use of this Site and do not modify the terms or conditions of any other agreement you may have with us.

The Right to Use

Subject to these Terms, you are granted a limited right to use this Site and its information. You may not resell, solicit, advertise, or provide services to third parties without our prior written permission. You may not modify, reverse engineer, or create derivative works from this Site. Nor may you copy or redistribute any Content or impair the Site's functionality. Prohibited actions include sending spam, interfering with other users, and using the Site unlawfully. We reserve the right to investigate violations and cooperate with law enforcement. Your usage information may be disclosed as permitted or required by law.

Access

You agree not to share your login credentials and to abide by all applicable laws when using the Site, including those related to data privacy and international communications. You must notify us immediately of any unauthorized account activity or security breaches and must not impersonate others or provide false identity information.

If unauthorized access occurs, you must change your password and inform us promptly. You're responsible for any unauthorized use of your account. You must not use the Site for unlawful, offensive, fraudulent, or unethical purposes, and you must not make dishonest offers or act dishonestly in investment activities.

You're solely responsible for complying with all applicable laws when conducting transactions through the Site, ensuring that investments comply with securities laws in your jurisdiction. If you invest in an Offering, you affirm that you're a qualified investor, possess sufficient knowledge to evaluate investment risks, and can bear the economic risk of the investment.

Confidential Information

All information (whether in written, visual, oral or any other form) you receive from BlueRise in respect of an Offering is confidential ("Confidential Information"). You agree to use any Confidential Information solely for the purpose of considering and/or completing an investment, and not for any other purpose, including for any third party's benefit. You agree to keep strictly confidential and not to disclose to or disseminate any of the Confidential Information to anyone without the express written consent of the Issuer except that you may disclose the Confidential Information to your employees, advisors and capital providers who are required to have the information in order to evaluate or engage in discussions regarding an Offering.

Any non-identifiable information collected by us through your use of this Site may be utilized for our own marketing, promotional, and product development initiatives. Specifically, this information may be stored in a database to identify, customize, and personalize user access, as well as to evaluate the utilization of this Site. Additionally, we may share such information with our affiliates, suppliers, licensors, partners, and clients to advance the aforementioned objectives.

Fees

Any fees or expenses payable in connection with an Offering will be set out in the informational documents provided in respect of such Offering. It is your responsibility to carefully review such documents, and by participating in Offering you agree that, if any fees or charges are payable by you, you are responsible for and agree to pay promptly, all such fees and charges, including applicable taxes.

Intellectual Property

This website is safeguarded by Canadian copyright laws and treaty provisions. Unauthorized copying, redistribution, reproduction, or modification of this site (including any Content) may violate trademark and copyright laws and result in legal action. You agree to adhere to all global copyright laws when using this site and to prevent any unauthorized copying, redistribution, reproduction, or modification of the site or its Content.

Certain names, graphics, logos, icons, designs, words, titles, and phrases on this site, including "BlueRise" and the BlueRise logo, are trademarks, trade names, trade dress, and associated products and services of BlueRise REIT and related entities (the "Marks") or are trademarks, trade names, trade dress, and associated products and services of BlueRise suppliers or other third parties (the "Third Party Marks"). These Marks are protected in Canada and internationally, and their display on this site does not grant or create any license or other rights

in the Marks or Third Party Marks. Any use of the Marks or Third Party Marks, in whole or in part, without prior written authorization from BlueRise REIT or the respective third party is strictly prohibited.

Some links on this site may redirect you to other websites that are not owned or operated by BlueRise. These links are provided solely for convenience. BlueRise assumes no responsibility for the content of any linked websites.

Privacy Policy

By accessing and using the Site, users consent to the collection and utilization of information in accordance with this privacy policy. During the use of our Site, we may request certain personally identifiable information from users that can be utilized to contact or identify them. This may include, but is not limited to, the user's name and email address ("Personal Information").

Similar to many other site operators, we gather information that the user's browser automatically sends whenever they visit our Site ("Log Data"). This Log Data may consist of details such as the user's computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Site visited by the user, the time and date of the visit, the duration spent on those pages, and other related statistics. Additionally, we may employ third-party services like Google Analytics to collect, monitor, and analyze the aforementioned data.

The user's Personal Information may be utilized to distribute newsletters, marketing or promotional materials, and other relevant information related to our business and/or services.

Cookies, which are small files containing data, including an anonymous unique identifier, may be used. These cookies are sent to the user's browser from the website and stored on their computer's hard drive. Similar to many other websites, we employ "cookies" to gather information. Users have the option to instruct their browsers to decline all cookies or to alert them when a cookie is being sent. However, if users opt not to accept cookies, they may be unable to access certain portions of our Site.

While we prioritize the security of the user's Personal Information, by secure storage, use of the Windows Defender Firewall and non-use of cloud storage, it is important to note that no method of transmission over the Internet or electronic storage is entirely secure. Despite our efforts to implement commercially acceptable means to safeguard the user's Personal Information, we cannot guarantee antire and absolute security.

Notices

All notices to us must be sent to contact@bluerise.ca. Notices to you will be sent to the email address provided by you during registration. Additionally, we may broadcast notices or messages through this site to inform you of any changes or important matters, and such broadcasts will be considered as notice to you at the time they are sent.

Indemnity

You agree to indemnify and hold harmless BlueRise REIT, BlueRise GP Inc., BlueRise Master Limited Partnership, BlueRise Real Estate Inc., and any subsidiary, nominees, or associated entity, directors, officers, shareholders, unit subscribers, consultants, employees, partners, associates thereof, exempt market dealers, and all others (the “indemnified parties”) from any claims brought by third parties arising out of your use of this Site, and any breach of these Terms by you, including any use of the Site other than as expressly authorized in these Terms. You acknowledge that the indemnified parties will bear no liability in connection with any such breach or unauthorized use or modification, and agree to indemnify them against any resulting loss, damages, judgments, awards, costs, expenses, and lawyers’ fees incurred by the indemnified parties in connection therewith.

Jurisdiction

You acknowledge that all matters relating to the access or use of this Site shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. You agree to comply with all such applicable laws. Any dispute arising from or in connection with this Site, these Terms, any transaction through this Site, or any related matters between us and you or any other person must be resolved before the Courts of the Province of Ontario, Canada, situated in the City of Toronto. You hereby irrevocably submit to the exclusive jurisdiction of those Courts in respect of any such dispute.

Termination of Use

If you violate any provision of these Terms, your access to this Site may be revoked. We reserve the right, in our sole discretion, to determine whether a breach of these Terms has occurred. You acknowledge that we may terminate or suspend your account, with or without notice, at our sole discretion.

Upon termination or suspension of your account, regardless of the reasons, your right to access this Site will cease immediately. You understand and agree that we may deactivate or delete

your account and/or restrict further access to this Site or its files. We shall not be liable to you or any third party for any claims or damages arising from such termination or suspension, or any other actions taken by us in connection therewith. You consent to our retention of any information associated with your account, including data collected in accordance with our Privacy Policy, for the period required by applicable law.

The Entire Agreement and Provisions

These Terms constitute the complete agreement between you and us regarding the subject matter herein and supersede all prior communications, representations, or agreements, whether oral or written, between you, our affiliates, and us regarding this subject matter. However, if you and BlueRise REIT agree to and sign a written agreement, such as for example a Subscription Agreement, which expressly supersedes these Terms, the provisions of that agreement will prevail.

If any provision of these Terms, or portion thereof, is found by a court of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permitted to fulfill the intent of these Terms, and the remaining provisions will remain in full force and effect.

No waiver of, or consent to deviate from, any provision of these Terms will be binding unless it is in writing and signed by BlueRise.

The provisions of these Terms will benefit and bind you and BlueRise, as well as our respective successors and assigns. If you are contracting as an individual, these Terms will also extend to your heirs, executors, administrators, and personal representatives. You may not assign these Terms or your rights and obligations under them without our express prior written consent, which may be withheld at our sole discretion. We may assign these Terms and our respective rights and obligations under them without your consent.

Language

The parties have required that this agreement and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y attachent soient rédigés en langue anglaise.

Une version française de ce document est disponible sur demande.

If you have any questions, please contact us at
Contact@BlueRise.ca or 1.800.439.6169.