

## Mortii Terms of Service

**Last Updated:** November 27, 2025

### 1. Overview

Mortii (“the Platform”) is a collaboration tool designed for mortgage brokers and real estate professionals.

By creating an account or using Mortii, you agree to these Terms of Service.

If you do not agree, you must stop using the Platform.

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### 2. Who May Use Mortii

To use Mortii, you must:

- Be at least 18 years old
- Be a licensed mortgage broker, accredited real estate professional, or approved staff user
- Provide accurate registration information

Mortii reserves the right to approve, deny, or suspend access at any time.

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### 3. Account Responsibilities

You are responsible for:

- Keeping your login credentials secure
- All activity that occurs under your account
- Ensuring that information you enter (client data, notes, dates, etc.) is accurate and appropriate

You must notify us immediately of any suspected unauthorized access.

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### 4. Use of the Platform

You agree not to:

- Access data you are not authorized to view
- Attempt to bypass role-based permissions
- Scrape, copy, or export information belonging to others
- Upload harmful software
- Use Mortii for illegal or unethical purposes

Violations may result in immediate suspension or termination.

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## **5. Data Ownership**

You retain ownership of:

- Your client information
- Your deal notes
- Your workflow data

Mortii does not claim ownership of your data. You grant us a limited license to store and display it solely to provide platform functionality.

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## **6. Role-Based Access & Shared Information**

Mortii supports collaboration through controlled data sharing.

The following information may be shared between cooperating brokers and realtors:

- Client names
- Addresses
- Deal details
- Notes
- Milestones
- Progress updates

By using the Platform, you understand and agree that:

- Brokers and realtors assigned to the same deal will have shared access only to the information relevant to that file.
- Administrators and authorized Mortii support personnel may access accounts, deal records, and system data through the back-end of the platform as

reasonably required for troubleshooting, maintenance, compliance verification, or security.

- Administrative access does not grant ownership of your data and is exercised only to maintain platform stability and ensure proper use.
  - Mortii maintains internal logs for audit, compliance, and security purposes.
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## **7. Subscription & Payment (Effective Upon Launch of Paid Access)**

Once paid plans are introduced:

- Subscription fees will be clearly displayed before activation
- Continued use of broker dashboards beyond the free period will require payment
- Mortii may suspend functionality for overdue accounts

Realtor access will remain free.

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## **8. Termination**

You may request account closure at any time.

Mortii may suspend or terminate your access for:

- Violating these Terms
- Attempting unauthorized data access
- Misusing client information
- Non-payment (once subscriptions begin)
- Security concerns

Mortii may retain logs and essential records for legal or operational purposes after termination.

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## **9. Service Availability**

Mortii is provided “as is” and “as available.”

We do not guarantee:

- Zero downtime
- Error-free operation
- Continued availability of all features

We strive to maintain a stable and secure service.

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## **10. Limitation of Liability**

To the maximum extent permitted by law:

- Mortii is not liable for losses related to business decisions, missed opportunities, or communication delays.
- Mortii is not responsible for inaccuracies in deal information entered by users.
- Mortii is not liable for damages resulting from unauthorized access caused by compromised passwords.

Your use of the Platform is at your own risk.

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## **11. Compliance with Canadian Privacy Laws (PIPEDA)**

Users agree to handle personal information within Mortii in compliance with Canadian privacy law, including PIPEDA.

You agree to:

- Enter only necessary and accurate client information
- Access only client/deal data you are authorized to view
- Use client information solely for legitimate business purposes
- Protect any exported or downloaded client data
- Report any suspected privacy breach immediately

Failure to comply may result in suspension or termination.

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## **12. Consent to Electronic Communications (CASL)**

By using Mortii, you consent to receiving:

- Account-related notifications
- System alerts
- Collaboration messages
- Platform updates
- Billing or subscription notices (once applicable)

You may withdraw consent for optional communications at any time.  
Some system notifications are required for platform functionality.

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### **13. Data Residency & Storage**

Mortii prioritizes Canadian data residency.

Some subcontractors or technical services may process data outside Canada, but all must comply with privacy standards meeting or exceeding Canadian requirements.

By using the Platform, you consent to the storage, processing, and transfer of data as described.

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### **14. Breach Notification**

If a data breach occurs that affects your personal information or client data:

- Mortii will notify affected users as soon as reasonably possible
- We will outline what information was involved
- We will describe our mitigation steps
- We will provide guidance on how you can protect yourself

This aligns with Canadian breach-notification guidelines.

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### **15. Changes to These Terms**

We may update these Terms periodically.

Continued use of the Platform after updates constitutes acceptance of the revised Terms.

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## 16. Contact Information

For questions about our Privacy Policy or Terms, contact:

**Mortii Support Team**  
**[contact.mortii@gmail.com](mailto:contact.mortii@gmail.com)**