

BC ONLINE TERMS AND CONDITIONS OF AGREEMENT

The parties to this “BC OnLine Terms and Conditions of Agreement” (the “**Agreement**”) are Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Citizens’ Services (the “**Province**”) and the Subscriber (as defined below).

1 DEFINITIONS

1.1 In this Agreement:

- (a) “**Access**” means the non-exclusive right to electronically access a Data Base or use a Service;
- (b) “**BC OnLine**” means the system that enables Subscribers to access Data Bases, other information and Services by electronic means and that is known as ‘BC OnLine’, and includes the Website;
- (c) “**Billable Subscriber**” means a Subscriber that is charged Fees in accordance with section 4.12 of this Agreement;
- (d) “**Billing Number**” means the Client Code when used by the Subscriber to reference a Deposit Account in order to pay for Deposit Account Services provided by the Personal Property Registry;
- (e) “**Client Code**” means the optional unique identifier issued to the Subscriber by the Ministry of Citizens’ Services (or its successor) to represent the Subscriber’s name and address for purposes of registering a security interest in the Personal Property Registry;
- (f) “**Commencement Date**” means the date on which the Subscriber accepts the terms of this Agreement as part of the application process for Access;
- (g) “**Content**” means (i) the Data Bases, and all associated information and documentation, including any print copy or electronic display of any information retrieved from a Data Base, and (ii) any information or documentation, including any print copy or electronic display of any such information or documentation, associated with any Service;
- (h) “**Data Base**” means any data base or information stored in electronic format that is provided by a Data Provider, and for which Access is made available through BC OnLine;
- (i) “**Data Provider**” means the Government of British Columbia or any third party having responsibility for any Data Base and/or Service;
- (j) “**Deposit Account**” means an account where the Subscriber keeps funds on deposit and, for Billable Subscribers, from which the Province deducts the Fees for Services used by the Billable Subscriber;
- (k) “**Deposit Account Services**” means a method of payment of Fees by the Subscriber for the Services;

- (l) **“Electronic Authorization”** means the use of electronic messages sent over a telecommunications network by the Subscriber to BC OnLine to authorize orders for Services;
- (m) **“Electronic Signature”** means the Userids and Passwords required to submit an Electronic Authorization;
- (n) **“Fees”** means all fees and charges for the Services, as described on the Website, and includes without limitation (i) any fees set by a particular Data Provider, (ii) any other expenses or charges incurred through the use of the Subscriber’s and/or User’s Userid, Password, Verification Word or Deposit Account, and (iii) the service fees described in sections 6.3 and 6.4 of this Agreement;
- (o) **“Non-Billable Subscriber”** means a Subscriber that is invoiced in accordance with section 4.13 of this Agreement;
- (p) **“Password”** means the letters, numbers and symbols selected by each User for the User’s Userid that authenticates the identity of the User to BC OnLine;
- (q) **“Personal Property Registry”** or **“PPR”** means the Personal Property Registry established pursuant to the *Personal Property Security Act*;
- (r) **“Pre-Authorized Debit”** has the meaning ascribed to it in section 1.1(f) of Schedule “B” to this Agreement;
- (s) **“Registering Party Code”** means the Client Code when used by the Subscriber to identify the party registering a security interest in the Personal Property Registry;
- (t) **“Secured Party Code”** means the Client Code when used by the Subscriber to identify the party with a security interest registered in the Personal Property Registry;
- (u) **“Services”** means all products and services available through BC OnLine that may be utilized by the Subscriber or any of its Users and that are paid for by means of Deposit Account Services, and includes Access and Transactions;
- (v) **“Subscriber”** means a person that has completed an application form for Access and that has accepted the terms of this Agreement as part of the application process, and includes Billable Subscribers and Non-Billable Subscribers;
- (w) **“Transaction”** means any inquiry made by the Subscriber or any of its Users to BC OnLine to display, print, transfer, or obtain copy of information contained in a Data Base or, where permitted by a Data Provider, to add to or delete information from a Data Base;
- (x) **“User”** means an individual that receives a Userid and is granted Access on the individual’s own behalf, if the individual is also the Subscriber, or on behalf of the Subscriber, if the individual is an employee or is otherwise authorized to act on behalf of the Subscriber, as applicable;
- (y) **“Userid”** means user identification which represents each and every identification number or credential assigned or approved by the Province and permits the User to access BC OnLine;
- (z) **“Verification Word”** means a Password selected by the Subscriber that validates the identity of the Subscriber on phone calls and encrypted emails; and

- (aa) “**Website**” means the BC OnLine website at www.BCOnLine.gov.bc.ca and includes all web pages and associated materials, with the exception of the Content.

2 ACCEPTANCE OF AGREEMENT AND CONSENT

- 2.1 The Subscriber acknowledges that a duly authorized representative of the Subscriber has accepted the terms of this Agreement on behalf of the Subscriber and its Users as part of the application process for Access.
- 2.2 The Subscriber acknowledges and agrees that:
- (a) by accessing BC OnLine and/or by clicking the “I accept” button (or any similar button or mechanism), each User using the Services on behalf of the Subscriber also accepts, and will be conclusively deemed to have accepted, the terms of this Agreement as they pertain to the User’s use of the Services; and
 - (b) the Subscriber will be solely responsible for its Users’ use of the Services, including without limitation any Fees incurred by its Users in connection with such Services and any use by its Users of the Verification Word and all Userids and Passwords.
- 2.3 The Subscriber will ensure that each of its Users are aware of and comply with the terms of this Agreement as they pertain to the User’s use of the Services, including without limitation the privacy, security and payment provisions in Schedules “A” and “B”.
- 2.4 The Province reserves the right to make changes to the terms of this Agreement at any time without direct notice to either the Subscriber or its Users, as applicable. The Subscriber acknowledges and agrees that it is sole responsibility of the Subscriber to review, and, as applicable, to ensure that its Users review, the terms of this Agreement on a regular basis.
- 2.5 By continuing to access, and/or allow its Users to access, BC OnLine following the date of any such changes, the Subscriber will be conclusively deemed to have accepted any such changes on its own behalf and on behalf of its Users, as applicable. The Subscriber acknowledges and agrees that each of its Users must also accept any such changes as they pertain to the User’s use of the Services.

3 PROPRIETARY RIGHTS

- 3.1 The Website is owned by the Province and/or its licensors and is protected by copyright, trademark and other laws. Except as expressly permitted in this Agreement, the Subscriber may not use, reproduce, modify or distribute, or allow any other person to use, reproduce, modify or distribute, any part of the Website in any form whatsoever without the prior written consent of the Province.
- 3.2 The Content is owned by the Data Providers and/or their respective licensors. The Subscriber and each User acknowledges and agrees that:
- (a) any use, reproduction, modification or distribution of any part of the Content is at the sole discretion of the applicable Data Provider; and
 - (b) a Data Provider may impose specific terms relating to the use of the Data Provider’s Content, and it is the sole responsibility of the Subscriber and each User to comply with any such additional terms, which may include but not be limited to:

- (i) mandatory use of the Verification Word before providing Service over the telephone;
- (ii) mandatory use of Automatic Pre-Authorized Debit, as defined in Schedule “B” to this Agreement; and
- (iii) mandatory use of a separate Billing Number that is linked to the Deposit Account.

4 SERVICES

Access Services

- 4.1 The Province will provide the Subscriber and its Users with Access on the terms and conditions set out in this Agreement.
- 4.2 Subject to section 4.3, Access will be available during the hours published on the Website, as may be determined by the Province in its sole discretion from time to time.
- 4.3 The Province reserves the right to limit or withdraw Access at any time, including during the hours published on the Website, in order to perform maintenance of BC OnLine or in the event that the integrity or security of BC Online or any Service is compromised.
- 4.4 The “BC OnLine Help Desk” will be available to assist Users with Access during the hours published on the Website, as may be determined by the Province in its sole discretion from time to time.
- 4.5 The Subscriber acknowledges and agrees that the Province does not provide “BC OnLine Help Desk” support on behalf of third party services, including Internet service providers and Internet browser software, and that it is the Subscriber’s sole responsibility to seek any necessary support from the applicable third party service provider.
- 4.6 The Subscriber acknowledges and agrees that, for the purpose of Access:
 - (a) it is the Subscriber’s sole responsibility, at the Subscriber’s own expense, to provide, operate and maintain computer hardware and communications software or World Wide Web browser software that is compatible with the Services; and
 - (b) that any failure to do so may impact the Subscriber’s and/or User’s ability to access BC OnLine.

Deposit Account Services

- 4.7 The Province will provide the Subscriber with Deposit Account Services on the terms and conditions set out in this Agreement, including without limitation Schedule “B” to this Agreement.
- 4.8 In order to receive the Deposit Account Services, the Subscriber must open a Deposit Account with the Province.
- 4.9 No interest will be paid to the Subscriber on funds held in the Deposit Account.
- 4.10 Billable Subscribers must maintain sufficient funds in the Deposit Account, as set out in Schedule “B”, to pay all Fees except where the requirement to maintain sufficient funds has been waived by a Data Provider for specific Services.
- 4.11 The Province will charge the Subscriber’s Deposit Account for Fees incurred by the Subscriber, as further described in sections 4.12 and 4.13.

- 4.12 For Billable Subscribers, the Province will charge the applicable Deposit Account after the end of the business day for Fees for Transactions processed and/or other Services utilized during that business day.
- 4.13 The Province will invoice Non-Billable Subscribers on a monthly basis for Fees incurred during the preceding month.
- 4.14 Non-Billable Subscribers will pay any invoice provided by the Province in accordance with section 4.12 within thirty (30) days of the date of any such invoice.

Personal Property Registry Services

- 4.15 A Subscriber that wishes to use the Personal Property Registry's Secured Party Code and Registering Party Code feature must enter into a separate agreement with the Ministry of Citizens' Services (or its successor).
- 4.16 A Subscriber with a Client Code is responsible for notifying the Personal Property Registry of the Ministry of Citizens' Services (or its successor) of any change of business name or address.

5 SUBSCRIBER OBLIGATIONS

- 5.1 The Subscriber will comply, and will ensure that all of its Users comply, with:
 - (a) the requirements regarding the integrity and/or security of BC OnLine set out in this Article 5 and in Schedule "A" to this Agreement; and
 - (b) all applicable lawsin connection with the Subscriber's and/or Users' use of the Services.
- 5.2 The Subscriber will ensure that each User:
 - (a) is duly authorized by the Subscriber to perform any Transaction and/or utilize any other Service on behalf of the Subscriber;
 - (b) maintains in confidence the Verification Word and all Userids and Passwords;
 - (c) is competent to perform a Transaction and/or utilize any other Service;
 - (d) has been adequately trained and instructed to perform a Transaction and/or utilize any other Service; and
 - (e) does not use BC OnLine or any Service for any inappropriate or unlawful purpose.
- 5.3 The Subscriber will provide the Province with timely written notice of any change of contact information provided by the Subscriber during the application process for Access to BC OnLine, and after the provision of such notice, the updated contact information will be conclusively deemed to be the current contact information for the Subscriber.

6 FEES

- 6.1 The Subscriber will pay to the Province all applicable Fees for the Services.
- 6.2 All Fees are due and payable when a Transaction is processed or, with respect to other Services, when such Services are utilized.

- 6.3 Notwithstanding section 6.2:
- (a) for Billable Subscribers, the Fees will be charged to the applicable Deposit Account as described in section 4.12; and
 - (b) for Non-Billable Subscribers, the Fees will be included in the applicable monthly invoice as described in section 4.13.
- 6.4 The Province may charge the Subscriber a service fee of thirty dollars (\$30.00) if any method of payment of any Fees is rejected by the Subscriber's financial institution for insufficient funds, and may suspend Access until such service fee and all other Fees owing have been paid by the Subscriber.
- 6.5 The Province may, upon request by a Subscriber with multiple Deposit Accounts, transfer funds between such Deposit Accounts in accordance with instructions provided to the Province by the Subscriber. The Subscriber will pay a service fee of twenty dollars (\$20.00) per request for any such transfers.
- 6.6 Unless otherwise specified in this Agreement, all references to money in respect of the Services are to Canadian dollars and all Fees will be processed in Canadian dollars.
- 6.7 Any refund or credit for any Transactions or other Services is at the sole discretion of the applicable Data Provider.
- 6.8 If a Billable Subscriber does not notify the Province in writing of any errors in or objections to any Fees credited to the Billable Subscriber's Deposit Account within ninety (90) days of the applicable transaction date, the account balance of the Deposit Account and any charges made against it will be conclusively deemed to have been accepted as correct by the Billable Subscriber and no claim for credit, adjustment or set-off will be accepted.
- 6.9 If a Non-Billable Subscriber does not notify the Province in writing of any errors in or objections to any Fees invoiced by the Province within ninety (90) days of the date of the applicable invoice, the Fees set out in the invoice will be conclusively deemed to have been accepted as correct by the Non-Billable Subscriber and no claim for adjustment or set-off will be accepted.
- 6.10 The Province, by electronic or other means, will provide to the Subscriber, at regular intervals to be determined by the Subscriber from options provided to the Subscriber by the Province, a statement that contains:
- (a) an accounting of the Fees incurred by the Subscriber; and
 - (b) a reconciliation of all amounts that have been deposited to and withdrawn from the Subscriber's Deposit Account since the date of the preceding statement.

7 RELATIONSHIP

- 7.1 This Agreement will not in any way make the Subscriber or any User an employee, agent or independent contractor of any Data Provider and the Subscriber will not, and will ensure that its Users do not, in any way indicate or hold out to any person that the Subscriber or any User is an employee, agent or independent contractor of any Data Provider.

8 SUSPENSION OF SERVICE AND CANCELLATION OF USERID

- 8.1 The Province may, in its sole discretion, suspend Access upon written notice to a Billable Subscriber if the Billable Subscriber's Deposit Account is deemed by the Province to contain insufficient funds.
- 8.2 If Access has been suspended in accordance with section 8.1 and the Billable Subscriber wishes to have its Access restored, the Billable Subscriber must, within sixty (60) days of the date of such notice, deposit sufficient additional funds into its Deposit Account as required pursuant to section 4.10.
- 8.3 The Province may, in its sole discretion, immediately suspend Access upon written notice to the Subscriber if:
- (a) the Subscriber or any of its Users has, in the reasonable opinion of the Province, in any way jeopardized the integrity or security of BC Online or any Service; or
 - (b) the Subscriber or any of its Users has violated any other provision of this Agreement.
- 8.4 The Province may cancel any Userid that has not been used for a significant period of time, as determined by the Province in its sole discretion.
- 8.5 Cancellation of a Userid will not terminate the Agreement between the Subscriber and the Province unless the Subscriber has only one Userid, in which case this Agreement will be deemed to be automatically terminated.

9 TERM AND TERMINATION

- 9.1 The term of this Agreement will be from the Commencement Date and will continue until terminated in accordance with the provisions of this Agreement.
- 9.2 The Province may immediately terminate this Agreement upon written notice to the Subscriber if:
- (a) the Subscriber's Access has been suspended pursuant to section 8.1 and the Subscriber has not deposited additional funds as set out in section 8.2; or
 - (b) the Subscriber's Access has been suspended pursuant to section 8.3.
- 9.3 This Agreement may be terminated by either party for any reason upon providing sixty (60) days' written notice to the other party.
- 9.4 Upon termination:
- (a) the Subscriber will immediately cease, and will ensure that all of its Users immediately cease, all use of the Services and its Verification Word and all Userids and Passwords;
 - (b) the Province may withdraw from the Subscriber's Deposit Account all Fees owing to the Province;
 - (c) the Subscriber will pay to the Province all unpaid Fees, including without limitation any Fees for which there are insufficient funds in the Subscriber's Deposit Account, incurred by the Subscriber up to the date of termination; and
 - (d) the Province will refund any balance of five dollars (\$5.00) or more in the Deposit Account to the Subscriber within ninety (90) days following the date of termination of this Agreement.

10 WARRANTY DISCLAIMER, LIMITATION OF LIABILITY AND INDEMNITY

- 10.1 THE SUBSCRIBER ACKNOWLEDGES AND CONFIRMS THAT THE SUBSCRIBER UNDERSTANDS THAT THIS ARTICLE 10 REQUIRES THE SUBSCRIBER TO ASSUME THE FULL RISK IN RESPECT OF ANY USE OF THE SERVICES BY THE SUBSCRIBER AND/OR ITS USERS.
- 10.2 Except as expressly set out in this Agreement, the Data Providers assume no responsibility or liability to any person using BC OnLine, any Services or any Content. In particular, without limiting the general nature of the foregoing:
- (a) in no event will the Data Providers, their respective servants, agents, contractors or employees be liable for any direct, indirect, special or consequential damages or other loss, claim or injury, whether foreseeable or unforeseeable (including without limitation claims for damages for personal injury, lost profits, lost savings or business opportunities) arising out of or in any way connected with the use of, or inability to use BC OnLine, any Service or any Content;
 - (b) the entire risk as to the quality and performance of BC OnLine, any Service or any Content, is assumed by the Subscriber;
 - (c) BC OnLine, any Service and all Content are provided “as is”, and the Data Providers disclaim all representations, warranties, conditions, obligations and liabilities of any kind, whether express or implied, in relation to BC OnLine, any Service or any Content, including without limitation implied warranties with respect to merchantability, fitness for a particular purpose, error-free or uninterrupted use and non-infringement; and
 - (d) in no event will the Data Providers, their respective servants, agents, contractors or employees be liable for any loss or damage in connection with BC OnLine, any Service or any Content, including without limitation any loss or damage caused by any alteration of the format or content of a print copy or electronic display of any information retrieved from any Data Base, the dial-up quality of any print display, the information contained in any screen dump, any system failure, hardware malfunction, manipulation of data, inadequate or faulty Transaction and/or Services, or delay or failure to provide Access to any User or any person using a User's Userid or Password or using any information provided by a Subscriber or any User from BC OnLine.
- 10.3 The Subscriber must indemnify and save harmless the Data Providers and their respective servants, agents, contractor and employees from any losses, claims, damages, actions, causes of action, costs and expenses that the Data Providers or any of their respective servants, agents, contractors or employees may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Subscriber or by any of the Subscriber's agents, employees, officers or directors in connection with this Agreement.
- 10.4 The liability of the Province in connection with the operation and management of the Deposit Account of any Subscriber will be limited to the amount on deposit at any given time, less any Fees owing for Services.

11 NOTICES

11.1 Any written notice either party may be required or may desire to give to the other under this Agreement will be conclusively deemed validly given to and received by the addressee, if delivered personally or by recognized courier service, on the date of such personal delivery, if mailed by prepaid registered mail, on the third business day after the mailing of the same in British Columbia or on the seventh business day if mailed elsewhere, or if transmitted by facsimile transmission, on the date the transmission is confirmed received through the transmission report:

- (a) if to the Subscriber, to the address or facsimile number indicated on the Subscriber's application for BC OnLine Services, or such other address or facsimile number of which the Subscriber has notified the Province in writing and
- (b) if to the Province:

Delivery by mail:

BC OnLine Partnership Office
Ministry of Citizens' Services
PO Box 9412 Stn Prov Govt
Victoria, BC V8W 9V1

Delivery by courier or in person:

BC OnLine Partnership Office
Ministry of Citizens' Services
E161 – 4000 Seymour Place
Victoria, BC V8X 4S8

Delivery by facsimile:

(250) 952-6115.

11.2 Either party may, from time to time, advise the other party by notice in writing of any change of address or facsimile number of the party giving such notice and from and after the giving of such notice the address or facsimile number specified in the notice will, for the purposes of this Article 11, be conclusively deemed to be the address or facsimile number of the party giving such notice.

11.3 In the event of disruption of postal services, all mailed notices will be deemed validly given and received when actually received by the addressee.

12 WAIVER

12.1 No provision of this Agreement and no breach by either party of any such provision will be deemed to have been waived unless such waiver is in writing signed by, or on behalf of, the waiving party.

12.2 The written waiver by either party of any breach of any provision of this Agreement by the other party will not be deemed a continuing waiver of such provision or of any subsequent breach of the same or any other provision of this Agreement.

13 INTERPRETATION

13.1 In this Agreement:

- (a) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (b) the Subscriber and the Province are referred to as “the parties” and each of them as a “party”;
- (c) “attached” means attached to this Agreement when used in relation to a Schedule;
- (d) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (e) the headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provisions of this Agreement;
- (f) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (g) unless the context otherwise requires, words expressed in the singular includes the plural and *vice versa*.

14 GENERAL

14.1 The Schedules to this Agreement are part of this Agreement.

14.2 The Subscriber will not, without the prior written consent of the Province, assign, either directly or indirectly, this Agreement or any right of the Subscriber under this Agreement.

14.3 This Agreement will be for the benefit of and be binding upon the successors and permitted assigns of each of the parties.

14.4 This Agreement (as may be updated by the Province at its sole discretion from time to time) constitutes the entire agreement between the parties and supersedes any other prior agreements or undertakings that have been entered into, made or given by the parties prior to the date of this Agreement.

14.5 In the event of any conflict or inconsistency between a term in the body of this Agreement and a term in a Schedule, the term in the Schedule will prevail.

14.6 All provisions of this Agreement in favour of either party and all rights and remedies of either party, either at law or in equity, will survive the expiration or sooner termination of this Agreement.

14.7 If any provision of this Agreement is found to be invalid, illegal or unenforceable it will be severable from this Agreement and the remaining provisions will not be affected and will be valid, legal and enforceable.

14.8 This Agreement is governed by, and is to be interpreted and construed in accordance with the laws applicable in British Columbia, Canada. The Subscriber consents to the exclusive jurisdiction and venue of the Supreme Court of the Province of British Columbia for the hearing of any dispute arising from or related to this Agreement.

14.9 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
- (b) if the dispute is not resolved through collaborative negotiation within fifteen (15) days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Roster Society; and
- (c) if the dispute is not resolved through mediation within thirty (30) days of the commencement of the mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

14.10 Unless the parties otherwise agree in writing:

- (a) a mediation or arbitration under section 14.9 will be held in Victoria, British Columbia; and
- (b) the parties will share equally the costs of any such mediation or arbitration other than those costs relating to the production of expert evidence or representation by counsel.

Schedule "A"

PRIVACY AND SECURITY

1 PRIVACY

1.1 The Subscriber and each User understand and acknowledge that:

- (a) the User's personal information, including name, phone number, email address, Userid, Password and Verification Word (collectively, the "Personal Information") are being collected by the Province pursuant to section 26(c) of the *Freedom of Information and Protection of Privacy Act* for the purpose of allowing the User to access BC Online and to use the Services, and for the purpose of providing support for the Services to the User upon the User's request (collectively, the "Purposes"); and
- (b) any questions regarding the collection of the Personal Information may be directed to:

**Service Manager
BC OnLine Partnership Office
Ministry of Citizens' Services
PO Box 9412 Stn Prov Govt
Victoria, BC V8W 9V1
Email: bconline@gov.bc.ca**

1.2 The User consents, for the Purposes, to:

- (a) the disclosure of the Personal Information to other Data Providers; and
- (b) the indirect collection of the Personal Information by the Data Providers.

1.3 The User acknowledges and agrees that the User's consents as set out in section 1.2 of this Schedule "A" are effective as of the Commencement Date and will not expire unless revoked by the User in writing to the contact listed in section 1.1 of this Schedule "A".

2 SECURITY COMPLIANCE

2.1 The Subscriber will not, and will ensure that its Users do not, take any action that would compromise the integrity and/or security of BC OnLine, any Service or any Content.

2.2 Without limiting the general nature of the foregoing section, the Subscriber will not, and will ensure that its Users do not:

- (a) permit any person other than its Users to use any User's Userid, Password and/or Verification Word;
- (b) divulge, share or compromise any User's Userid, Password and/or Verification Word;
- (c) use or attempt to use a Userid, Password and/or Verification Word of any other Subscriber or User;
- (d) use BC OnLine, any Service or any Content for activities or for a purpose different from those for which Access was granted including without limitation any unlawful activities or purpose;
- (e) attempt to circumvent or subvert any Data Provider's security measures;

- (f) take any action or use any program that impedes, restricts, limits or otherwise jeopardizes the operation and/or availability of BC OnLine, any Service or any Content;
 - (g) take any action that might reasonably be construed as likely to adversely affect any other Subscriber, User or Data Provider;
 - (h) alter or delete any information in any Data Base unless explicitly authorized to do so by the applicable Data Provider;
 - (i) alter in any way whatsoever a printout or display of any information retrieved from any Data Base unless explicitly authorized to do so by the applicable Data Provider;
 - (j) use, reproduce or distribute any altered information, including any printout or display of altered information, or represent any altered information as having been retrieved from any Data Base unless explicitly authorized to do so by the applicable Data Provider; or
 - (k) use or attempt to use a Deposit Account of any other Subscriber.
- 2.3 The Subscriber will adhere, and will ensure that each of its Users adhere, to any applicable security policies, standards or procedures in respect of a particular Data Base that may be provided to the Subscriber and/or its Users by the applicable Data Provider from time to time.
- 2.4 The Subscriber will ensure that it, and each of its Users, takes full advantage of all applicable security mechanisms in relation to BC OnLine and the Services, including:
- (a) any such mechanism built into BC OnLine; and
 - (b) any such mechanism designed to protect the Subscriber's Deposit Account.
- 2.5 Without limiting the general nature of the foregoing section, the Subscriber will, at regular intervals:
- (a) change its Verification Word; and
 - (b) ensure that its Users change their Passwords.
- 2.6 The Subscriber will ensure that each of its Users selects a Password containing a mix of letters, numerals and keyboard symbols.
- 2.7 For every Userid issued by the Province to the Subscriber, the Subscriber will ensure, that, immediately upon receipt of such Userids, each of its Users selects a Password known only to the applicable User.
- 2.8 The Subscriber will ensure that it does not, and that its Users do not, enter any Userid and/or Password into any website that does not display an Entrust and Norton seal confirming that the site is in fact the Website.

Schedule "B"

PAYMENT AGREEMENT

In this Schedule "B" the words used have the definitions as set out in section 1 of the BC OnLine Terms and Conditions of Agreement unless otherwise specified.

1 DEFINITIONS

1.1 In this Schedule:

- (a) **"Approver"** means a person to whom the Authorizer has given authority to initiate an On-Demand Pre-Authorized Debit.
- (b) **"Authorizer"** means a person who has signing authority for the Subscriber's bank account at the financial institution, and to whom the Subscriber has given the authority to designate Approvers.
- (c) **"Automatic Pre-Authorized Debit"** or **"Automatic PAD"** means a sporadic Pre-Authorized Debit initiated and credited to the Subscriber's Deposit Account by BC OnLine at the end of a business day, the frequency and value of which are determined by the PAD Parameters previously specified by the Subscriber.
- (d) **"Pre-Authorized Debit"** or **"PAD"** means a payment which has been pre-arranged between the Subscriber and the Province where the Province is authorized to present to the Subscriber's financial institution, through electronic medium, claims for payment. The PAD is unsigned. The value of the PAD is credited to the Subscriber's Deposit Account. The PAD may be initiated either:
 - (i) **Automatically** by BC OnLine sporadically but predictably in accordance with the PAD Parameters specified by the Subscriber; or
 - (ii) **On-Demand** by an Approver(s) who has been authorized by the Subscriber;
- (e) **"PAD Parameters"** are dollar amounts specified from time to time by the Subscriber to define the range and limits of a single Automatic PAD and to allow the Subscriber to predict the amount and timing of the Automatic PAD, which are:
 - (i) **"Account High Balance"** means the maximum amount of money that the Subscriber wants to have in the Subscriber's Deposit Account.
 - (ii) **"Trigger Amount"** means the balance of the Subscriber's Deposit Account at which BC OnLine will be prompted to initiate an Automatic PAD request.
 - (iii) **"Maximum PAD Amount"** means a limit to the amount of money that may be transferred in any single PAD.
- (f) **"On-Demand Pre-Authorized Debit"**, or **"On-Demand PAD"**, (also known as "electronic cheque") means a sporadic PAD initiated by an Approver, the value of which is instantly credited to the Subscriber's Deposit Account, followed by subsequent presentation through electronic medium for payment by the Subscriber's financial institution.

2 CONTRACT FOR PRE-AUTHORIZED DEBIT SERVICES

- 2.1 The Subscriber's authorization for payment to BC OnLine by Pre-Authorized Debit applies only to the method of payment and does not have any bearing on the contract for Services.

3 SIGNING AUTHORITY

- 3.1 This Payment Agreement may be authorized only by the Authorizer(s) with a (the) valid signing authority for the Subscriber's account at the financial institution.

4 APPROVAL

- 4.1 The Subscriber's application to participate in the BC OnLine Pre-Authorized Debit program is subject to approval by the Province.

5 EFFECTIVE DATE

- 5.1 The effective date of the initial Payment Agreement or an amended PAD Agreement is the date of approval by the Province.

6 CANADIAN FINANCIAL INSTITUTION

- 6.1 To make payments by Pre-Authorized Debits, the Subscriber must have an account with a Canadian financial institution that will honour PAD requests.

7 BANKING INFORMATION

- 7.1 The Subscriber certifies that the information pertaining to the financial institution and account to be drawn upon are in fact correct. A specimen cheque marked "void" or a true photocopy or scanned copy, may be requested.

8 SUBSCRIBER OBLIGATION

- 8.1 The Subscriber undertakes to maintain the necessary balance in the Subscriber's account at the financial institution to meet requests presented for payments as provided in this Payment Agreement.
- 8.2 The Subscriber undertakes to promptly inform the Province in writing of any change in the banking information provided in the authorization and may be requested to provide a new specimen cheque marked "void" or a true photocopy or a scanned copy.

9 VALIDATION BY FINANCIAL INSTITUTION

- 9.1 The Subscriber acknowledges that delivery of this signed Payment Agreement to the Province is deemed to constitute delivery to the Subscriber's financial institution.
- 9.2 The Subscriber acknowledges that the financial institution processing the PAD is not required to verify:
- (a) that the PAD has been issued in accordance with the particulars of the authorization including the amount and the frequency of payments; or

- (b) that any purpose of payment for which the PAD was issued has been fulfilled by the Province or a Data Provider as a condition of honouring a PAD issued or caused to be issued by the Province; or
- (c) the amount of the PAD.

10 PAYMENT SPECIFICATIONS

- 10.1 The Subscriber specifies the Automatic PAD, or the On-Demand PAD, or both.
- 10.2 The Subscriber may amend this Payment Agreement by notifying the Province in writing of revised PAD Parameters or Approver(s) or change of financial institution.

11 AUTOMATIC PRE-AUTHORIZED DEBIT

- 11.1 If the Subscriber specifies Automatic PAD, then PAD Parameters must be specified.
- 11.2 **Initiation** of an Automatic PAD:
 - (a) The Subscriber acknowledges that the Automatic PAD will be initiated automatically by BC OnLine at the end of the business day if the funds in the Subscriber's Deposit Account are less than or equal to the Trigger Amount specified by the Subscriber in the PAD Parameters.
- 11.3 **Frequency** of the Automatic PAD:
 - (a) The Subscriber acknowledges that the frequency of the Automatic PAD will be sporadic but predictable by the Subscriber based on the Subscriber's consumption of Services and the Subscriber's PAD Parameters.
 - (b) Not more than one Automatic PAD will be created daily.
- 11.4 **Amount** of an Automatic PAD:
 - (a) The Subscriber acknowledges that BC OnLine will calculate the amount of the PAD subject to the PAD Parameters specified by the Subscriber and that the amount will be predictable by the Subscriber based on the Subscriber's consumption of Services and the Subscriber's PAD Parameters.
 - (b) The amount of an Automatic Pre-Authorized Debit will be the lesser of:
 - (i) the calculated difference between the specified Account High Balance amount and the balance in the Deposit Account at the end of the business day; or
 - (ii) the Maximum PAD Amount.
- 11.5 **By agreeing to use the optional Automatic PAD the Subscriber acknowledges and agrees that the payments will be sporadic and variable in amount and agrees to waive any right of pre-notification of a withdrawal from the Subscriber's bank account.**

12 ON-DEMAND PRE-AUTHORIZED DEBIT

- 12.1 If the Subscriber specifies On-Demand PAD:
 - (a) The Authorizer specifies in this Agreement whether an On-Demand PAD may be initiated by any one (1) or any two (2) of the designated Approver(s).

(b) The Authorizer specifies the Approver(s) in this Payment Agreement.

12.2 Initiation of an On-Demand PAD:

(a) The Subscriber acknowledges that the On-Demand PAD must be initiated by an Approver while signed on to BC OnLine with a Userid.

12.3 Approval of an On-Demand PAD:

(a) Approval of an On-Demand PAD by the Approver(s) is by means of the Electronic Signature(s) attached to the Electronic Authorization.

12.4 Frequency of the On-Demand PAD:

(a) The Approver(s) designated by the Subscriber may initiate an On-Demand PAD at any time while signed on to BC OnLine with the Userid(s) assigned to the Approver(s).

(b) More than one On-Demand PAD may be initiated daily.

12.5 Amount of an On-Demand PAD:

(a) The amount of an individual On-Demand PAD will be the amount electronically authorized by the Approver(s) on the On-Demand PAD ("electronic cheque") authorization screen, but may not exceed the Maximum PAD Amount specified by the Subscriber.

12.6 By agreeing to use the optional On-Demand PAD Debit the Subscriber acknowledges and agrees that the payments the Subscriber initiates will be sporadic and variable in amount and agrees to waive any right of pre-notification of a withdrawal from the Subscriber's bank account.

13 TIMING OF THE DEPOSIT

13.1 The Subscriber's Deposit Account will be credited at the time:

- (a) BC OnLine initiates the Automatic PAD request after the end of the business day;
- (b) the Approver(s) initiates the On-Demand PAD request; or
- (c) the funds are received by the Province .

14 TERMINATION OF THE PAYMENT AGREEMENT

14.1 The Authorizer or designated person with signing authority may cancel this Payment Agreement at any time upon written notice to the Province.

14.2 The Subscriber acknowledges that it may take up to five (5) business days after the Province receives the Subscriber's notice of cancellation to implement the revocation of the Payment Agreement. The Province may issue Pre-Authorized Debits up until the time the revocation is implemented.

14.3 This Payment Agreement may be terminated by the Province at any time upon written notice to the Subscriber.

14.4 This Payment Agreement may be terminated or suspended by the Province at any time the Province deems such termination or suspension necessary for any good and valid reason, in which case the Payment Agreement may be terminated or suspended without notice.

14.5 Revocation of this Payment Agreement does not terminate any contract for Services that exists between the Subscriber and the Province.

15 DISPUTE

15.1 The Subscriber may dispute a Pre-Authorized Debit under the following conditions:

- (a) the PAD was not drawn in accordance with the Subscriber's authorization; or
- (b) the Subscriber's authorization was cancelled in accordance with the terms of this Payment Agreement.

15.2 The Subscriber understands that the Subscriber has certain recourse rights if any debit does not comply with the terms of this Payment Agreement and has up to 90 days to dispute a debit. To obtain more information on recourse rights, the Subscriber may contact its financial institution or visit www.cdnpay.ca FAQs.

16 LIMIT OF LIABILITY

16.1 The Subscriber acknowledges that the parties have entered into this Payment Agreement for the convenience of the Subscriber and agrees that the Province will not be liable for any direct or consequential damages suffered by the Subscriber resulting from any act or omission of the Province in connection with the withdrawal of funds from the Subscriber's designated financial institution except for repayment of any funds in excess of the Maximum PAD Amount.

17 CONTACT INFORMATION

17.1 The Subscriber may contact the Province regarding this Payment Agreement at:

BC OnLine Partnership Office
Ministry of Citizens' Services
PO Box 9412 Stn Prov Govt
Victoria, BC V8W 9V1
Facsimile: (250) 952-6115
Toll-free: 1-800-663-6102