

## **myLTSA ENTERPRISE CUSTOMER AGREEMENT (this "Agreement")**

The parties to this Agreement are the Land Title and Survey Authority of British Columbia, its wholly owned subsidiary LandSure Systems Ltd., and the person or business entity referred to as the "Customer" in this Agreement.

### **Article 1. DEFINITIONS**

- 1.1 In this Agreement,
- (a) **"BCLS"** means a practising land surveyor as that term is used in the *Land Surveyors Act*;
  - (b) **"Certificate"** means a certificate issued by a certification authority recognized by the Director of Land Titles under Part 10.1 of the *Land Title Act* or by the Surveyor General under Part 7.2 of the *Land Act*, including an electronic signature issued by Juricert;
  - (c) **"Computer System"** means any form of computer installation, computer hardware, computer software or telecommunications network of the LTSA, and information in any form stored within it;
  - (d) **"Customer"** means the person or business entity
    - (i) that has made an electronic request to the LTSA for the myLTSA Account, or on whose behalf such a request was made, and
    - (ii) that has entered into this Agreement under section 2.1;
  - (e) **"Deposit Account"** means an account of the Customer with the LTSA in which the Customer keeps funds on deposit and from which the LTSA deducts the Fees incurred by the Customer and each User;
  - (f) **"Deposit Account Services"** means all functions provided by the LTSA to enable the payment of Fees from a Deposit Account;
  - (g) **"Fees"** means, in respect of Transactions and Services,
    - (i) fees established by the Land Title and Survey Authority of British Columbia in accordance with an enactment,
    - (ii) fees established by the Province of British Columbia under an enactment,
    - (iii) fees and charges established by third parties for services provided by those third parties through myLTSA,
    - (iv) service charges and administrative fees established by the LTSA from time to time,
    - (v) all other expenses or charges incurred by the Customer or a User through the use of the myLTSA Account, the Customer's or a User's Login ID, and the Deposit Account, and
    - (vi) applicable taxes on the fees and charges referred to in subparagraphs (i) to (v);

- (h) **"Login ID"** means each and every identification credential, including usernames, assigned or approved by the LTSA to permit the Customer or a User to access the myLTSA Account;
- (i) **"LTSA"** means, collectively, the Land Title and Survey Authority of British Columbia and its wholly owned subsidiary, LandSure Systems Ltd.;
- (j) **"myLTSA"** means the website through which the LTSA provides Services, currently ltsa.ca;
- (k) **"myLTSA Account"** means the account provided by the LTSA to the Customer for access to the Services;
- (l) **"other myLTSA account"** means a myLTSA account of a person other than the Customer;
- (m) **"PMBC"** means the electronic map of surveyed parcels in British Columbia owned and operated by the Land Title and Survey Authority of British Columbia and known as "ParcelMap BC";
- (n) **"Services"** means all functions and services provided by the LTSA through myLTSA to enable Transactions by the Customer, including:
  - (i) Deposit Account Services,
  - (ii) access to services provided by a registrar of land titles or the Surveyor General under any enactment, and
  - (iii) access to services provided by persons other than those referred to in subparagraph (ii);
- (o) **"Transaction"** means any electronic activity or request conducted through the myLTSA Account, including:
  - (i) requesting information from the LTSA, including copies of records of a land title office or the office of the Surveyor General,
  - (ii) submitting to a land title office or the office of the Surveyor General an application or other instrument, including a plan, in electronic format, or
  - (iii) requesting a certificate from a land title office or the office of the Surveyor General, and;
- (p) **"User"** means any person who is designated by the Customer as authorized to use the myLTSA Account on behalf of the Customer, including any director, officer, employee, associate, agent, representative, consultant or contractor of the Customer who uses a Login ID.

**Article 2. DEEMED ACCEPTANCE OF AGREEMENT**

- 2.1 The Customer is deemed to have accepted the terms and conditions of this Agreement, including Appendices A, B and C, if:
- (a) the Customer, or a User on behalf of the Customer, submits an electronic request to the LTSA for a myLTSA Account, including an acknowledgement by the Customer of having read and accepted the terms and conditions of this Agreement, as amended from time to time in accordance with Article 10, or otherwise indicates the Customer's acknowledgement or agreement to be bound by the terms of this Agreement; and
  - (b) the request is completed to the satisfaction of the LTSA.

- 2.2 This Agreement forms the entire agreement between the LTSA and the Customer in respect of the Services.
- 2.3 This Agreement is deemed to be effective from the date and time the Customer, or a User on behalf of the Customer, submits the request referred to in section 2.1 or otherwise indicates the Customer's acknowledgement or agreement to be bound by the terms of this Agreement.

**Article 3. TERM OF AGREEMENT**

- 3.1 The term of this Agreement begins on the date the Agreement is formed under section 2.1 and ends when this Agreement is terminated in accordance with this Agreement.

**Article 4. DEPOSIT ACCOUNT SERVICES**

- 4.1 The LTSA will provide the Customer with Deposit Account Services on the terms and conditions of this Agreement.
- 4.2 The Customer must maintain sufficient funds in the Deposit Account to pay all Fees described in Article 7.
- 4.3 The LTSA may withdraw from the Deposit Account the amount of all Fees incurred by the Customer or a User under this Agreement as the Fees become due and payable.
- 4.4 Any interest earned on funds held in the Deposit Account will be paid to the LTSA.

**Article 5. ACCESS**

- 5.1 Subject to section 5.2, the LTSA will provide the Customer with access to the Services on the terms and conditions of this Agreement during hours determined by the LTSA and published on myLTSA.
- 5.2 The LTSA does not provide any warranty, promise, representation, guarantee or assurance that the Services will always be available to the Customer during the hours published in accordance with section 5.1. On notice to the Customer or by publishing on myLTSA, the LTSA, at its sole discretion and without liability to the Customer or a User, may do one or more of the following:
- (a) modify or discontinue, temporarily or permanently, all or any part of the Services;
  - (b) impose limits on all or certain features of the Services; or
  - (c) restrict the access of the Customer or a User to all or any part of the Services or to the myLTSA Account.
- 5.3 This Agreement confers no right of access to any information, facilities, functions or services other than the Services.
- 5.4 Without limiting sections 5.2 or 9.1, the LTSA may, in its sole discretion and without liability to the Customer or a User, suspend the Services if the LTSA determines that:
- (a) the suspension may be necessary to ensure the availability or integrity of the Services for other myLTSA customers or to protect the integrity or operation of the land title register, myLTSA or the Computer System; or
  - (b) urgent essential maintenance or repairs of myLTSA are necessary which cannot reasonably be performed outside of the hours published in accordance with section 5.1.
- 5.5 For certainty, the Customer has no recourse against the LTSA if all or any part of the Services are:
- (a) not available during the hours published in accordance with section 5.1;
  - (b) made the subject of any action of the LTSA under section 5.2; or
  - (c) suspended under section 5.4.

- 5.6 Subject to section 6.10 and to the terms and conditions, if any, that the LTSA may publish from time to time on myLTSA, the LTSA will provide technical customer support to assist the Customer during the hours published on myLTSA.

**Article 6. OBLIGATIONS OF THE CUSTOMER**

- 6.1 The Customer must notify the LTSA of all Users who are authorized to access the myLTSA Account and the Services on behalf of the Customer and the Customer must not permit any person who is not a User to access the myLTSA Account or any of the Services through the myLTSA Account.
- 6.2 The Customer is responsible and liable for all activities performed by a User, including Transactions conducted and Services requested.
- 6.3 The Customer must ensure that each User complies with the terms and conditions of this Agreement in the same manner and to the same extent as required of the Customer.
- 6.4 The Customer must provide the LTSA with timely notice when its relationship ends with a User.
- 6.5 The Customer must use and employ, and must ensure that each User uses and employs, reasonable security mechanisms designed to protect the myLTSA Account and the Deposit Account from any unauthorized access to the myLTSA Account and the Deposit Account or to any Services.
- 6.6 The Customer must not, and must ensure that each User does not, use or attempt to use any other myLTSA account or a myLTSA deposit account or identification credentials (including a login ID or password) of any other person (including another customer or other user who makes any use of myLTSA).
- 6.7 The Customer must ensure that each User:
- (a) is competent to conduct Transactions or request Services; and
  - (b) has been adequately trained and instructed to conduct Transactions or request Services.
- 6.8 The Customer must:
- (a) monitor compliance by each User with the terms and conditions of this Agreement;
  - (b) immediately on becoming aware of any unauthorized use of or access to a myLTSA Account or Deposit Account or other breach of this Agreement by a User, take all reasonable steps both to ensure that such User ceases such activity and to prevent any recurrence of it, including, where necessary, by terminating such User's access to the myLTSA Account or Deposit Account;
  - (c) notify the LTSA, as soon as practical, of any suspected infringement, breach or misuse of the security mechanisms of the myLTSA Account or Deposit Account and take such reasonable action as the LTSA directs in relation to such infringement, breach, or misuse;
  - (d) co-operate fully with the LTSA in the diagnosis and cure of any such infringement, breach, or misuse referred to in paragraph (c), or any related fault or defect; and
  - (e) notify the LTSA of any information concerning a User that might reasonably cause the LTSA to vary security mechanisms of myLTSA in relation to that User or to revoke their access to myLTSA.
- 6.9 The Customer must only use, and must ensure that each User only uses, a Certificate in compliance with all applicable laws, legislation, rules, regulations and requirements applicable to Certificates and electronic signatures, including the *Land Title Act*, the *Land Act* and the rules, regulations and requirements of any regulatory body that governs the

Customer or User, the applicable certification authority, the LTSA, the Director of Land Titles and the Surveyor General.

- 6.10 The Customer must not, and must ensure that each User does not, use customer support provided by the LTSA to address technical issues with third-party products or services, including products or services provided by internet service providers and internet browser software.
- 6.11 The Customer is responsible for obtaining and maintaining its own internal information technology infrastructure, including hardware, software, network infrastructure, communications systems, internet access and any ancillary services, needed for the Customer or each User to access or otherwise use the myLTSA Account, the Deposit Account or the Services. The Customer, at its own expense, will provide, operate and maintain its own internet access, computer hardware, communications software, and internet browser software that is compatible with myLTSA and the Computer System.
- 6.12 The Customer must adhere to, and must ensure that each User adheres to, all policies, standards and procedures issued by the LTSA related to Transactions and Services. The Customer must use, and must ensure that each User uses, myLTSA, the myLTSA Account and the Deposit Account for the sole purpose of accessing and using the Services. The Customer must not, and must ensure that each User does not, access or use myLTSA, the myLTSA Account, the Deposit Account or the Services in any way whatsoever except for access and use in compliance with this Agreement.
- 6.13 The Customer must select, and must ensure that each User selects, passwords for the myLTSA Account which meet the requirements of the LTSA as outlined in the myLTSA Account registration process.
- 6.14 The Customer must not, and must ensure that each User does not:
  - (a) permit any other person to use the Customer's or User's Login ID or password for the myLTSA Account;
  - (b) share a Login ID with another person;
  - (c) divulge, share or compromise the Customer's or User's password for the myLTSA Account or the password of any other person for any other myLTSA account;
  - (d) use or attempt to use the login ID or password of any other person for access to the myLTSA Account or any other myLTSA account;
  - (e) assign any User's Login ID to any other person at any time, including when the relationship of a User with the Customer ends;
  - (f) access, attempt to access, or attempt to authorize any person to access the Services other than through log-in and authentication procedures established by the LTSA;
  - (g) attempt to access or modify the computer programs or data of any other customer or user of myLTSA;
  - (h) transmit, disseminate or upload to, on or through myLTSA or the Computer System any harassing, libelous, abusive, threatening, obscene, defamatory, embarrassing, distressing, annoying, unlawful, tortious, harmful, vulgar, racially or ethnically offensive, hateful or otherwise objectionable materials;
  - (i) reveal to any unauthorized person any detail of a security mechanism included in myLTSA or the Computer System;
  - (j) test or reverse engineer any security mechanism related to myLTSA or the Computer System or attempt to circumvent or subvert the security mechanisms of myLTSA or the Computer System;
  - (k) take any action or use any program that impedes, restricts, limits or otherwise jeopardizes the productivity, integrity or security of myLTSA or the Computer

System, including by transmitting, disseminating or uploading to myLTSA or the Computer System any viruses, worms, any software intended to damage or alter a computer system without the owner's consent, or any other harmful, disruptive or destructive, programs, files, data or devices;

- (l) take any action that might reasonably be construed as likely to affect other customers or users of myLTSA or the Computer System or employees of the LTSA, including taking any action to view or intercept email or any other electronic transmission not intended for the Customer or a User, as applicable;
- (m) take any action that might reasonably be construed as likely to alter or destroy information or computer programs on the Computer System or to render the information or programs meaningless, useless or ineffective;
- (n) take any steps that would mislead or deceive the LTSA as to the identity of a User or as to any activities of a User in connection with the myLTSA Account, the Deposit Account or the Services;
- (o) alter the format or content of a print or display of any information obtained through myLTSA, except information on PMBC as permitted under Appendix C;
- (p) use, release or pass on any altered information, or any altered print or display of information obtained through myLTSA or represent any such altered information or altered print or display as having been obtained through the myLTSA in any way, except information on PMBC as permitted under Appendix C;
- (q) use for marketing purposes any information obtained through myLTSA;
- (r) access the Services or myLTSA Account for the purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purpose;
- (s) except to the extent permitted by the Services or in writing by the LTSA, engage in practices such as "screen scraping", "database scraping", "automated form filling" or any similar practices or methods not authorized by the LTSA to retrieve, test or obtain information generated or processed by or stored through the Services, the myLTSA Account or the Deposit Account; or
- (t) conduct each Transaction and use myLTSA and the Services only in strict compliance with all applicable laws, legislation, rules and regulations.

#### **Article 7. FEES**

- 7.1 The Customer agrees that:
  - (a) the Fees are due and payable at the time Transactions are conducted or Services are requested; and
  - (b) the Customer will pay to the LTSA all Fees for the Transactions conducted and Services requested by the Customer.
- 7.2 All Fees are in Canadian dollars and will be processed in Canadian dollars.
- 7.3 If the Customer makes a transfer of funds to the Deposit Account by a pre-authorized debit that is for any reason returned by the Customer's financial institution, the LTSA may deduct a service charge from the Deposit Account.
- 7.4 The LTSA will account to the Province of British Columbia and other third parties in respect of Fees paid by the Customer to the LTSA.
- 7.5 All Fees are non-refundable, except Fees established by the Land Title and Survey Authority of British Columbia and the Province of British Columbia under or in accordance with an enactment for applications to the land title office that are withdrawn or cancelled prior to registration.
- 7.6 For certainty, applications to the land title office that are withdrawn or cancelled prior to registration are subject to the Fees established by the Land Title and Survey Authority of

British Columbia and the Province of British Columbia under or in accordance with an enactment for such withdrawal or cancellation.

**Article 8. STATEMENT**

- 8.1 Upon request by the Customer, the LTSA, by electronic means through myLTSA, will provide to the Customer a statement that contains:
- (a) an accounting of the Fees incurred by the Customer; and
  - (b) a reconciliation of all amounts that have been deposited to and withdrawn from the Deposit Account since the date of the preceding statement.

**Article 9. SUSPENSION AND CANCELLATION**

- 9.1 The LTSA may suspend the Services to the Customer at any time if:
- (a) the LTSA determines the Deposit Account contains insufficient funds;
  - (b) the Customer or a User has committed a security violation of myLTSA or the Computer System;
  - (c) the Customer or a User uses, or is reasonably suspected by the LTSA of using, an automated system that has had an effect, whether intentional or not, of impeding, restricting, limiting or otherwise jeopardizing the productivity, integrity or security of myLTSA or the Computer System, including by transmitting, disseminating or uploading viruses, worms, any software intended to damage or alter a computer system without the owner's consent, or any other harmful, disruptive or destructive, programs, files, data or devices;
  - (d) the LTSA determines the Customer or a User is otherwise in breach of a term or condition of this Agreement; or
  - (e) the LTSA, acting reasonably, determines such suspension is necessary.
- 9.2 The LTSA may cancel any Login ID when notified by the Customer that its relationship with the User who has that Login ID has ended.
- 9.3 The LTSA may cancel any Login ID or the myLTSA Account if it has not been used for over six months.
- 9.4 The Customer acknowledges that:
- (a) the cancellation of a Login ID does not terminate this Agreement; and
  - (b) the cancellation of the myLTSA Account terminates this Agreement.
- 9.5 Without limiting Article 12, the Customer will be liable to the LTSA for all damages suffered by the LTSA, directly or indirectly, as a result of the matters listed at section 9.1(b), (c) and (d). For the purpose of this section, damages will include losses or damages of any kind suffered by the LTSA, including, without limitation: all costs put to the LTSA related to the repair of any such matter; loss of income, revenue, savings or profit; and any cost related to business interruption or slowdown of the Computer System or any other LTSA systems.

**Article 10. RIGHT TO CHANGE TERMS AND CONDITIONS**

- 10.1 Subject to section 10.2, the LTSA reserves the right, at its sole discretion, to update, revise, supplement, replace or otherwise change all or any of the terms and conditions of this Agreement without specific or express notice to the Customer. Such updates, revisions, supplements, replacements or other changes will, unless specified otherwise by the LTSA, be effective immediately upon the modified Agreement or notice of the changes being
- (a) published on myLTSA, or
  - (b) made available to the Customer by other means under section 10.2.

Any continued use of the Services, myLTSA or the Computer System after the modified Agreement or notice of the changes are

- (c) published on myLTSA, or

- (d) made available to the Customer by other means under section 10.2, will constitute acceptance by the Customer of such modified Agreement or the changed terms and conditions of this Agreement.
- 10.2 In making any changes referred to in section 10.1, the LTSA will, except in cases of emergency, give reasonable advance notice of the changes by
- (a) publishing notice of the modified Agreement or the changes on myLTSA , or
  - (b) if determined necessary by the LTSA in its sole discretion, making the modified Agreement or the changed terms and conditions of this Agreement available to the Customer by other means.
- 10.3 In section 10.2, "cases of emergency" include, but may not be limited to, times when the LTSA is satisfied that changes without advance notice are necessary to protect the security or integrity of the land title register, myLTSA or the Computer System, the operation of the Services, or any other services offered by the LTSA.

**Article 11. TERMINATION**

- 11.1 This Agreement may be terminated by the Customer at any time by giving notice to the LTSA. On termination:
- (a) the LTSA will withdraw from the Deposit Account all Fees owing at any time prior to returning any balance under paragraph (b); and
  - (b) within 60 days after termination, the LTSA will refund to the Customer any balance in the Deposit Account in excess of the LTSA's account closing administration fee.
- 11.2 The LTSA may terminate this Agreement by giving notice to the Customer if:
- (a) the Services have been suspended for more than 30 days under section 9.1; or
  - (b) the LTSA determines the Customer or a User is in breach of a term or condition of this Agreement.
- 11.3 Articles 11 and 12 and section 5 of Appendix B will remain in full force and effect notwithstanding the termination of the balance of this Agreement.

**Article 12. LIMITATION OF LIABILITY AND INDEMNITY**

- 12.1 The Services, myLTSA, and information accessed or made available from or through the Services or myLTSA are provided on an "as-is," "as available," basis without warranty of any kind, express or implied, by the LTSA. Except to the extent specifically set out in this Agreement, the LTSA expressly disclaims all warranties, promises, representations, and guarantees, whether express or implied, including but not limited to any warranties of merchantability, title, accuracy, quality, non-infringement of third-party rights and fitness for a particular purpose or any purpose, or any warranty arising by course of dealing or custom of trade. Without limiting the foregoing, the LTSA does not provide any warranty, promise, representation, guarantee or assurance:
- (a) that the functions contained in the Services will meet the specific requirements of the Customer or any User;
  - (b) that the operation of the Services will be uninterrupted or error-free;
  - (c) that errors in the Services or the myLTSA Account will be corrected; or
  - (d) relating to results of the Services.
- 12.2 The LTSA and their respective directors, officers, employees, agents and other representatives will not under any circumstances be liable to any person or business entity, including the Customer or any User, for direct, indirect, general, special, incidental, consequential or other damages arising out of or in connection with
- (a) any use of, or inability to use, myLTSA, the Services or any website to which myLTSA is linked,



- (b) any use of, or inability to use, services provided by third parties through myLTSA,
- (c) suspension, loss or interruption of the Services,
- (d) data or information non-delivery, mis-delivery, corruption, destruction or other modifications, or
- (e) damages or consequences arising from or related to the inappropriate or unauthorized use of myLTSA or the Services by the Customer or any User,

whether or not such damages might be foreseeable and even if the LTSA is informed of the possibility of such damages. This is a comprehensive limitation of liability that applies to all losses or damages of any kind, including, without limitation: loss of data, programs or other information; loss of income, savings or profit; business interruption; personal injury or loss of or damage to property; and claims of third parties.

- 12.3 The Customer hereby indemnifies and will save and hold harmless the LTSA (including the Land Title and Survey Authority of British Columbia and its wholly owned subsidiary, LandSure Systems Ltd.) and their respective directors, officers, employees, agents and other representatives against any and all liabilities, losses, claims, damages, actions, causes of action, costs and expenses that any person may sustain, incur, suffer, or be put to by reason of:
- (a) any use by the Customer or a User of the Services, myLTSA, the myLTSA Account or the Deposit Account, including for services provided by third parties through myLTSA;
  - (b) any breach of this Agreement by the Customer or a User;
  - (c) any misuse by the Customer or a User of any confidential, proprietary or personal information of any person;
  - (d) the operation or failure of the operation of:
    - (i) myLTSA or the Services;
    - (ii) the Computer System;
    - (iii) the Customer's computer hardware, software, or equipment; or
    - (iv) services provided by third parties through myLTSA.
- 12.4 The total maximum aggregate liability of the LTSA and their directors, officers, employees, agents and other representatives arising from or relating to anything in this Agreement, including in respect of the holding, management and administration of the Deposit Account and making available the myLTSA Account and the Services, is limited to the amount on deposit in the Deposit Account at any time, less applicable Fees described in Article 7.
- 12.5 If the Customer fails to notify the LTSA of errors or objections to any charges, debits or other transactions made in the Deposit Account within 60 days after the transaction date, the account balance and any charges, debits or other transactions made in the Deposit Account will be conclusively deemed to have been accepted as correct by the Customer and no claim for credit, adjustment or set-off may be advanced against the LTSA.

**Article 13. NOTICES**

- 13.1 Except as otherwise provided in this Agreement, any notice, document, or other communication desired or required to be given or made under this Agreement, must be in writing and be given or made by e-mail delivery to the party to whom it is to be given or made, addressed,
- (a) if to the LTSA, to [myLTSAtechsupport@ltsa.ca](mailto:myLTSAtechsupport@ltsa.ca), and
  - (b) if to the Customer, to the email address set out in the Customer's electronic request to the LTSA for the myLTSA Account.
- 13.2 The Customer will provide the LTSA with timely notice of any change to its email address for purposes of section 13.1 and after giving such notice the email address specified in the notice will be deemed to be the email address of the Customer for purposes of this Article. For certainty, the LTSA will, for the purpose of giving notice to the Customer under

section 13.1, be entitled to rely, from time to time and at any time, on the e-mail address for the Customer then on file with the LTSA.

- 13.3 The LTSA may from time to time send information to the Customer and each User about products and services, including the Services. The Customer or a User who does not want to receive information related to marketing or advertising may, by email to [myLTSAtechsupport@ltsa.ca](mailto:myLTSAtechsupport@ltsa.ca), request the LTSA to discontinue sending it. The email must contain contact details for the Customer or the User, as applicable.

**Article 14. PERSONAL INFORMATION**

- 14.1 If the LTSA collects any personal information (as defined in the *Freedom of Information and Protection of Privacy Act*) of the Customer or a User in connection with this Agreement:
- (a) the purpose of collecting such information is to provide the Customer and the User with the Services and the collection is authorized under sections 26(a) or 26(c) of the *Freedom of Information and Protection of Privacy Act*;
  - (b) the LTSA will use and disclose such information only for the purpose of providing the Customer and the User with Services;
  - (c) the LTSA will manage such information in compliance with the *Freedom of Information and Protection of Privacy Act* and the [LTSA's Personal Information Protection Policy](#), which policy includes the contact information of the person in the LTSA who can answer questions about the collection of such information; and
  - (d) by entering into this Agreement, the Customer and the User consents to the collection of such information.

**Article 15. FORCE MAJEURE**

- 15.1 For the purposes of this Agreement, an "Event of Force Majeure" includes, but is not limited to:
- (a) acts of God,
  - (b) changes in the laws of Canada or British Columbia,
  - (c) governmental restrictions or control on imports, exports or foreign exchange,
  - (d) wars (declared or undeclared),
  - (e) fires, floods, storms,
  - (f) freight embargoes,
  - (g) power failures,
  - (h) the failure by a party to perform an obligation under this Agreement or any other agreement or arrangement between the parties which prevents the other party from performing an obligation under this Agreement, and
  - (i) any other cause beyond the reasonable control of a party,
- provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 15.2 No party will be liable to another for any delay, interruption or failure in the performance of its obligations under this Agreement if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.

**Article 16. MISCELLANEOUS**

- 16.1 The Customer will not, without the prior written consent of the LTSA:
- (a) assign this Agreement or any right of the Customer under this Agreement;
  - (b) subcontract any obligation of the Customer under this Agreement.
- 16.2 This Agreement enures to the benefit of and is binding upon the successors and permitted assigns of the parties.

- 16.3 No provision of this Agreement and no breach by the Customer of a provision of this Agreement will be deemed to have been waived by the LTSA unless such waiver is in a notice from the LTSA to the Customer.
- 16.4 No provision of this Agreement will operate to expand, limit or fetter the statutory authorities, obligations or discretions of the Land Title and Survey Authority of British Columbia, Director of Land Titles, a registrar of land titles or the Surveyor General under any enactment, including Part 19.1 of the *Land Title Act*.
- 16.5 A waiver by the LTSA of any provision of this Agreement 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.
- 16.6 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the applicable laws of Canada.
- 16.7 A reference in this Agreement to a statute, whether or not that statute has been defined, means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it, every regulation made under it and any enactment enacted in substitution for or replacement of it.
- 16.8 Legal proceedings related to this Agreement may only be brought in the courts of the Province of British Columbia.
- 16.9 The headings in this Agreement are inserted for convenience only and do not form a part of this Agreement and in no way define, limit, alter or expand the scope or meaning of any provision of this Agreement.
- 16.10 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties so require.
- 16.11 This Agreement will not in any way make the Customer or any User an employee, agent or independent contractor of the LTSA and neither the Customer or any User will in any way indicate or hold itself or themselves out to any person as an employee, agent or independent contractor of the LTSA.
- 16.12 This Agreement includes:
- (a) each appendix to this Agreement, and
  - (b) any information, policy, term, condition or agreement that may be accessed through an embedded hyperlink contained in this Agreement, as such information, policy, term, condition or agreement may change from time to time.
- 16.13 If in the event that any provision of this Agreement is deemed void, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or parts of the Agreement, will be and remain in full force and effect.



## **APPENDIX A**

### **myLTSA Business Pre-Authorized Debit (PAD) Agreement**

#### **1. Authority To Debit Account**

The Customer authorizes the LTSA and the designated Financial Institution entered on the myLTSA website by the Customer to begin deductions of regular recurring Automatic payments, one-time Manual payments or both from the Customer's designated bank account at the Financial Institution for credit to the Customer's myLTSA Deposit Account. The regular payments will occur at set intervals triggered as specified in Section 5 and be for variable amounts.

The Customer has specified on the myLTSA website whether the PADs will be Automatic, Manual or both; and may amend this Agreement by modifying payment parameters, changing Financial Administrators, or changing the Financial Institution on the myLTSA website. To make payments by PADs, an account with a Canadian Financial Institution is required.

#### **2. Pre-Notification Waiver**

**The Customer waives the requirement under the CPA Rules to receive a written pre-notification of a regular recurring PAD from the Customer's bank account prior to each PAD.**

#### **3. Valid Signing Authority**

The Customer warrants and guarantees that all persons who have electronically approved this Agreement have signing authority for the Customer's bank account at its Financial Institution and for the Deposit Account. On the myLTSA website, a "Financial Administrator" is each person specified by the Customer as having such signing authority. The Customer also specifies on the myLTSA website whether this Agreement has to be approved by single or multiple Financial Administrators.

#### **4. Acceptance and Effective Date**

The Customer accepts this Agreement by checking the Pre-Authorized Debit Agreement acceptance box on either the Automatic Funds Transfer Review and Approve, or Manual Funds Transfer Review and Approve screen on the myLTSA website. The date the Financial Administrator(s) accepts the terms and conditions of this Agreement shall be the effective date. The provision and delivery of this Agreement to the LTSA constitutes delivery by the Customer to its Financial Institution.

#### **5. Frequency and Amount Of Debits**

##### Automatic Transactions

The Automatic PADs for the Automatic Funds Transfer will be processed after the end of each business day during which the Transfer Trigger Threshold is reached. The Financial Administrator(s) assigns, edits, and updates the ranges and limits for PAD payment parameters on the myLTSA website which parameters create the Automatic Funds Transfer.

"Automatic Funds Transfer" means the calculated payment amount that occurs as a result of applying the parameter rules defined below. This amount will be the lesser of: the calculated

difference between the specified Maximum Account Balance and the balance in the Deposit Account at the end of the business day; or the Maximum Transfer Amount.

PAD payment parameters that can be modified on the myLTSA website are:

**Transfer Trigger Threshold**

When the balance in the Deposit Account drops below the Transfer Trigger Threshold parameter, the LTSA will automatically draw the Automatic Funds Transfer from the Customer's bank account.

**Maximum Transfer Amount**

The Maximum Transfer Amount means the maximum amount of money that may be transferred in any single PAD.

**Maximum Account Balance**

The Maximum Account Balance means the maximum amount of money the Financial Administrator(s) wants to have in the Deposit Account.

Manual Transactions

The Financial Administrator(s) authorizes the one-time amount of money to be debited.

**6. Recourse/Reimbursement**

The Customer has certain recourse rights if any debit does not comply with this Agreement. For example, the Customer has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on recourse rights, the Customer should contact its Financial Institution or visit [www.cdnpay.ca](http://www.cdnpay.ca)

**7. Cancellation of Arrangement**

This Agreement may be cancelled at any time by the Customer on the myLTSA website or by contacting LTSA customer service at the telephone number or address set out below.

By Phone: Greater Vancouver area: 604-630-9630  
Elsewhere in BC, Canada and the US: 1-877-577-LTSA (5872)

Corporate Offices: Suite 200 - 1321 Blanshard Street  
Victoria, British Columbia  
Canada V8W 9J3

**8. Interpretation**

Terms used or defined in the Customer Agreement to which this appendix is appended will be given the same meaning in this appendix as in the Customer Agreement, except that in this appendix, "Agreement" means the Business Pre-Authorized Debit (PAD) Agreement established by this appendix.

## APPENDIX B

### Use of ParcelMap BC by Customer and User

1. In this Appendix and Appendix C,
  - (a) "information on PMBC" means information or Records to which the Customer or a User gains access through PMBC using the Services in accordance with this Agreement;
  - (b) "Personal Information" has the meaning set out in Schedule 1 of the *Freedom of Information and Protection of Privacy Act*; and
  - (c) "Records" has the meaning set out in section 29 of the *Interpretation Act*.
2. If the Customer or a User uses information on PMBC, the Customer is deemed to have accepted the terms and conditions of this Appendix and, if applicable, Appendix C. For certainty, all terms and conditions of the body of this Agreement also apply to the use of information on PMBC.
3. The Customer acknowledges, and must cause each User to acknowledge, that:
  - (a) PMBC represents a one-time capture of information compiled from third-party sources as the information existed at the time it was transferred to the Land Title and Survey Authority of British Columbia;
  - (b) despite the information on PMBC being updated regularly, the information on PMBC may not, at the time it is used by the Customer or a User, include on-going updates or corrections to the source information maintained by the Land Title and Survey Authority of British Columbia or third parties.
4. Subject to the terms and conditions of this Agreement, the Land Title and Survey Authority of British Columbia hereby grants a limited, revocable, non-exclusive, non-transferable license to the Customer and each User to use information on PMBC only for the permitted business or personal purposes of the Customer and the Customer must not, and must ensure that each User does not:
  - (a) without the prior written consent of the Land Title and Survey Authority of British Columbia, sell, resell, offer, market, sub-license, rent, lease, lend, act as a service bureau for or with respect to, supply, assign or otherwise distribute, transfer, outsource or make available (including through timesharing, networking use, physical viewing of user activity or usage or otherwise) any of the information on PMBC;
  - (b) without the prior written consent of the Land Title and Survey Authority of British Columbia, otherwise reproduce, publish or disseminate information on PMBC for commercial purposes; or
  - (c) use information on PMBC
    - (i) to obtain names, addresses or telephone numbers for solicitation purposes, whether the solicitations are made by telephone, mail or any other means,
    - (ii) to harass an individual, or
    - (iii) for other uses or purposes specified by the LTSA.

5. All right, title, and interest (including all copyright, patent, and other intellectual property rights) in information on PMBC remain vested in the Land Title and Survey Authority of British Columbia at all times. The Customer must ensure that the Land Title and Survey Authority of British Columbia's original copyright notice and other proprietary notices included with or in information on PMBC must remain intact at all times and not be altered by the Customer or a User.
6. If the Customer or a User fails to comply with any of the terms and conditions of this Appendix and, if applicable, Appendix C, the rights granted under this Appendix and Appendix C, if applicable, will end automatically.
7. This Appendix and, if applicable, Appendix C do not grant the Customer or a User any right to use:
  - (a) Personal Information;
  - (b) information on PMBC or Records not accessible under the *Freedom of Information and Protection of Privacy Act*;
  - (c) third-party rights the Land Title and Survey Authority of British Columbia is not authorized to license;
  - (d) the names, crests, logos, or other official marks of the LTSA; and
  - (e) information on PMBC subject to other intellectual property rights, including patents, trademarks and official marks.
8. This Appendix and, if applicable, Appendix C do not grant the Customer or a User any right to use information on PMBC in a way that suggests any official status or that the Land Title and Survey Authority of British Columbia endorses the Customer or a User or the use of the information on PMBC by the Customer or a User.

## **APPENDIX C**

### **ParcelMap BC License for BCLS and Staff of BCLS**

1. If the Customer or a User is a BCLS or a person working under the direct supervision of a BCLS, the Customer or the User may extract and download portions of information on PMBC, subject to the terms and conditions of Appendix B and this Appendix, but if the Customer or the User is a person working under the direct supervision of a BCLS, that Customer or that User must not make any further use of that information.
2. Sections 3 and 4 of this Appendix apply only if the Customer or the User is a BCLS.
3. The Land Title and Survey Authority of British Columbia grants the Customer and each User a royalty-free, perpetual, non-exclusive license to use information on PMBC for any lawful purpose, including for commercial purposes, subject to and in accordance with the terms and conditions of this Agreement.
4. The Customer and each User may copy, modify, publish, translate, adapt, distribute or otherwise use information on PMBC in any medium, mode or format for any lawful purpose, provided that the Customer must not, and must ensure that each User does not, without the the prior written consent of the Land Title and Survey Authority of British Columbia:
  - (a) re-sell or sub-license information on PMBC unless the Customer or the User has substantially modified or adapted the information; or
  - (b) operate a service bureau using information on PMBC.