



myLTSA EXPLORER 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) **"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;
- (b) **"Customer"** means the person or business entity that has
 - (i) made an electronic request to the LTSA for the myLTSA Account, or on whose behalf such a request was made, and
 - (ii) entered into this Agreement under section 2.1;
- (c) **"Fees"** means, in respect of 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 through the use of the myLTSA Account or the Login ID, and
 - (vi) applicable taxes on the fees and charges referred to in subparagraphs (i) to (v);
- (d) **"Login ID"** means each and every identification credential, including usernames, assigned or approved by the LTSA to permit the Customer to access the myLTSA Account;
- (e) **"LTSA"** means, collectively, the Land Title and Survey Authority of British Columbia and its wholly owned subsidiary, LandSure Systems Ltd.;
- (f) **"myLTSA"** means the website through which the LTSA provides Services, currently ltsa.ca;
- (g) **"myLTSA Account"** means the account provided by the LTSA to the Customer for access to the Services;

- (h) **“other myLTSA account”** means a myLTSA account of a person other than the Customer;
- (i) **“Services”** means all functions and services provided by the LTSA through myLTSA to enable electronic transactions by the Customer as determined by the LTSA from time to time.

Article 2. DEEMED ACCEPTANCE OF AGREEMENT

- 2.1 The Customer is deemed to have accepted the terms and conditions of this Agreement, including Appendix A, if:
 - (a) the Customer, or a person 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 8, 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 the date and time the Customer, or a person 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. ACCESS

- 4.1 Subject to section 4.2, 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.
- 4.2 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 4.1. On notice to the Customer or by publishing on myLTSA, the LTSA, at its sole discretion and without liability to the Customer, 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 to all or any part of the Services or to the myLTSA Account.
- 4.3 This Agreement confers no right of access to any information, facilities, functions or services other than the Services.
- 4.4 Without limiting section 4.2 or 7.1, the LTSA may, in its sole discretion and without liability to the Customer, 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 4.1.
- 4.5 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 4.1;
 - (b) made the subject of any action of the LTSA under section 4.2; or
 - (c) suspended under section 4.4.
- 4.6 Subject to section 5.4 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 hours published on myLTSA.

Article 5. OBLIGATIONS OF THE CUSTOMER

- 5.1 The Customer must use and employ reasonable security mechanisms designed to protect the myLTSA Account from any unauthorized access to the myLTSA Account or to any Services
- 5.2 The Customer must not use or attempt to use any other myLTSA account or identification credentials (including a login ID or password) of any other person (including another customer or other person who makes any use of myLTSA).
- 5.3 The Customer must:
 - (a) notify the LTSA, as soon as practical, of any suspected infringement, breach or misuse of the security mechanisms of the myLTSA Account and take such reasonable action as the LTSA directs in relation to such infringement, breach, or misuse;
 - (b) co-operate fully with the LTSA in the diagnosis and cure of any such infringement, breach, or misuse referred to in paragraph (a), or any related fault or defect.
- 5.4 The Customer must 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.
- 5.5 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 to access or otherwise use the myLTSA 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.
- 5.6 The Customer must adhere to all policies, standards and procedures issued by the LTSA related to Services. The Customer must use myLTSA and the myLTSA Account for the sole purpose of accessing and using the Services. The Customer must not access or use myLTSA, the myLTSA Account or the Services in any way whatsoever except for access and use in compliance with this Agreement.

5.7 The Customer must select passwords for the myLTSA Account which meet the requirements of the LTSA as outlined in the myLTSA Account registration process.

5.8 The Customer must not:

- (a) permit any other person to use the Customer'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 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) 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;
- (f) attempt to access or modify the computer programs or data of any other customer or user of myLTSA;
- (g) 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;
- (h) reveal to any unauthorized person any detail of a security mechanism included in myLTSA or the Computer System;
- (i) 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;
- (j) 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;
- (k) take any action that might reasonably be construed as likely to affect any other customer or user 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;
- (l) 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;
- (m) take any steps that would mislead or deceive the LTSA as to the identity of the Customer or as to any activities of the Customer in connection with the myLTSA Account or the Services;
- (n) alter the format or content of a print or display of any information obtained through myLTSA;
- (o) 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;
- (p) use for marketing purposes any information obtained through myLTSA;

- (q) access the Services or the myLTSA Account for the purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purpose; or
- (r) except to the extent permitted by the Services, engage in practices such as “screen scraping”, “database scraping” or “automated form filling” to retrieve, test or obtain information generated or processed by or stored through the Services or the myLTSA Account.

Article 6. FEES

- 6.1 The Customer agrees that:
 - (a) the Fees are payable by credit card, issued by an institution acceptable to the LTSA, and are payable when Services are requested; and
 - (b) the Customer will pay to the LTSA all Fees for the Services requested by the Customer.
- 6.2 The Customer will pay the Fees for the Services through the LTSA's third-party electronic payment processor. The Customer will receive from the electronic payment processor a transaction ID confirming the payment.
- 6.3 All Fees are in Canadian dollars and will be processed in Canadian dollars.
- 6.4 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.
- 6.5 All Fees are non-refundable.

Article 7. SUSPENSION AND CANCELLATION

- 7.1 The LTSA may suspend the Services to the Customer at any time if:
 - (a) the Customer has committed a security violation of myLTSA or the Computer System;
 - (b) the Customer 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;
 - (c) the LTSA determines the Customer is otherwise in breach of a term or condition of this Agreement; or
 - (d) the LTSA, acting reasonably, determines such suspension is necessary.
- 7.2 The LTSA may cancel the myLTSA Account if it has not been used for over six months.
- 7.3 The Customer acknowledges that the cancellation of the myLTSA Account terminates this Agreement.

Article 8. RIGHT TO CHANGE TERMS AND CONDITIONS

- 8.1 Subject to section 8.2, 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 8.2.

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 8.2,

will constitute acceptance by the Customer of such modified Agreement or the changed terms and conditions of this Agreement.

8.2 In making any changes referred to in section 8.1, 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.

8.3 In section 8.2, "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 9. TERMINATION

9.1 This Agreement may be terminated by the Customer at any time by giving notice to the LTSA.

9.2 The LTSA may terminate this Agreement by giving notice to the Customer if:

- (a) the Services have been suspended for more than 30 days pursuant to section 7.1; or
- (b) the LTSA determines the Customer is in breach of a term or condition of this Agreement.

9.3 Article 9 and Article 10 and section 5 of Appendix A will remain in full force and effect notwithstanding the termination of the balance of this Agreement.

Article 10. LIMITATION OF LIABILITY AND INDEMNITY

10.1 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;
- (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.
- 10.2 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, 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,
- 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.
- 10.3 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 of the Services, myLTSA or the myLTSA Account, including for services provided by third parties through myLTSA;
 - (b) any breach of this Agreement by the Customer;
 - (c) any misuse by the Customer 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.
- 10.4 The LTSA and their directors, officers, employees, agents and other representatives have no monetary liability arising from or relating to anything in this Agreement, including in making available the myLTSA Account and the Services.
- 10.5 If the Customer fails to notify the LTSA of errors or objections to any credit card charge for Fees within 45 days after the transaction date, the charge 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 11. NOTICES

- 11.1 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, 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.
- 11.2 The Customer will provide the LTSA with timely notice of any change to its email address for purposes of section 11.1 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 11.1, 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.

Article 12. PERSONAL INFORMATION

- 12.1 If the LTSA collects personal information (as defined in the *Freedom of Information and Protection of Privacy Act*) of the Customer in connection with this Agreement:
- (a) the purpose of collecting such information is to provide the Customer with the Services and the collection is authorized under section 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 with the 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 consents to the collection of such information.

Article 13. FORCE MAJEURE

- 13.1 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".

- 13.2 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 14. MISCELLANEOUS

- 14.1 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; or
 - (b) subcontract any obligation of the Customer under this Agreement.
- 14.2 This Agreement enures to the benefit of and is binding upon the successors and permitted assigns of the parties.
- 14.3 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.
- 14.4 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*.
- 14.5 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.
- 14.6 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.
- 14.7 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.
- 14.8 Legal proceedings related to this Agreement may only be brought in the courts of the Province of British Columbia.
- 14.9 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.
- 14.10 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.
- 14.11 This Agreement will not in any way make the Customer an employee, agent or independent contractor of the LTSA and neither the Customer will in any way indicate or hold itself or themselves out to any person as an employee, agent or independent contractor of the LTSA.
- 14.12 This Agreement includes
- (a) Appendix A, 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.

APPENDIX A

Use of ParcelMap BC by Customer

1. In this Appendix,
 - (a) "information on PMBC" means information or Records to which the Customer 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*;
 - (c) "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"; and
 - (d) "Records" has the meaning set out in section 29 of the *Interpretation Act*.
2. If the Customer uses information on PMBC, the Customer is deemed to have accepted the terms and conditions of this Appendix. 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 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, 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 to use information on PMBC only for the permitted business or personal purposes of the Customer, and the Customer must 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.

6. If the Customer fails to comply with any of the terms and conditions of this Appendix, the rights granted under section 4 of this Appendix will end automatically.
7. Section 4 of this Appendix does not grant the Customer 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, trade-marks and official marks.
8. Section 4 of this Appendix does not grant the Customer 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 the use of the information on PMBC by the Customer.