

EXPLORER CUSTOMER AGREEMENT

The parties to this Agreement are the Land Title and Survey Authority of British Columbia ("LTSA"), 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) "Account" means the account provided by LTSA to the Customer for access to the Services;
- (b) "Agreement" means this Customer Agreement, each Appendix and any information, policy, term, condition or agreement that may be accessed through an embedded hyperlink contained in this Agreement, in each case as may be amended from time to time;
- (c) "Computer System" means any combination of computer installation, hardware, software, networks or related infrastructure of LTSA as relates to the access, use, operation, maintenance and delivery of Services, and information in any form stored within it;
- (d) "Customer" means the person or business entity that has that has entered into this Agreement under section 2.1;
- (e) "Digital Credential" means an identification credential assigned or approved by LTSA to permit the Customer or a User to access the Account;
- (f) "Fees" means any monetary charge, cost, or payment required by LTSA for the use of Services through an Account and includes without limitation:
 - (i) fees and charges established by LTSA from time to time,
 - (ii) fees established by the Province under an enactment,
 - (iii) fees established by third parties for services provided through the Website, and
 - (iv) applicable taxes on such fees, charges and other expenses;
- (g) "LTSA" includes, as the context permits, LTSA and each of its wholly owned or controlled subsidiaries;
- (h) "Services" means all functions and services provided by LTSA through an Account to enable electronic transactions by the Customer and includes all technology, hardware, software, systems, data, documentation, facilities and other materials used by LTSA to provide the Services;
- (i) "Statutory Official" includes, without limitation, the Director and Registrar under the *Land Title Act*, the Surveyor General and the Administrator under the *Land Owner Transparency Act*; and
- (j) "Website" means the web pages, digital content and other resources through which LTSA provides Services.

Article 2. ACCEPTANCE OF AGREEMENT

2.1 The Customer is deemed to have accepted the terms and conditions of this Agreement if:

- (a) the Customer, or a person on the Customer's behalf, submits a request to LTSA for an Account, including an acknowledgement of having read and accepted the terms of the Agreement, as may be amended from time to time, or otherwise indicates an acknowledgement or agreement to be bound by the terms of the Agreement; and

- (b) the request is completed to the satisfaction of LTSA.

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 continues until terminated in accordance with this Agreement.

Article 4. ACCESS

- 4.1 Subject to section 4.2, LTSA will provide the Customer with access to the Services on the terms and conditions of this Agreement during the hours determined by LTSA and published on the Website.
- 4.2 LTSA does not provide any warranty, promise, representation, guarantee or assurance that the Services will be available to the Customer uninterrupted or error free during the hours published in accordance with section 4.1 and LTSA may, at its sole discretion and without any liability to the Customer: (a) modify, suspend or discontinue Services, temporarily or permanently; (b) impose limits on features of the Services; or (c) restrict Customer or User access to Services or the Account.
- 4.3 This Agreement confers no right of access to any information, facilities, functions or services other than the Services. For certainty, the Customer has no recourse against LTSA if the Services are:
 - (a) not available during the hours published in accordance with section 4.1; or
 - (b) suspended or otherwise made the subject of any action of LTSA under section 4.2.
- 4.4 Subject to the terms and conditions of this Agreement, LTSA will provide technical customer support to assist the Customer in accessing and using Services during hours published on the Website.
- 4.5 The Customer acknowledges that as a condition to accessing Services provided by third parties and hosted on the Website, such third party may require the Customer to accept user terms and conditions in the third party's form.

Article 5. OBLIGATIONS OF THE CUSTOMER

- 5.1 The Customer must:
 - (a) notify LTSA immediately of any suspected infringement, security breach or misuse of the Account and take such reasonable action as LTSA directs in relation to such infringement, security breach, or misuse;
 - (b) co-operate fully with LTSA in the diagnosis and cure of any infringement, breach, or misuse referred to in paragraph (a), or any related fault or defect;
 - (c) select Digital Credentials that meet the requirements of LTSA as outlined in the Account registration process;
 - (d) use and maintain reasonable security mechanisms to protect the Account and the Services from any unauthorized access;
 - (e) obtain and maintain information technology infrastructure, including all hardware, software, networks, communications systems, internet access and ancillary services, as are necessary to access or use the Account and Services; and
 - (f) comply with and not attempt to circumvent the policies, standards and procedures issued by LTSA related to the Account and the Services.

- 5.2 The Customer must use the Website and the Account exclusively in compliance with this Agreement and all applicable laws, legislation, rules and regulations.
- 5.3 The Customer must not, directly or indirectly:
- (a) share the Customer's Credential or otherwise permit any other person to access or use the Account;
 - (b) attempt to access, use or modify the Account or data of any other person;
 - (c) attempt to access the Account or Services other than through the authentication procedures established by LTSA;
 - (d) attempt to circumvent or reveal the security mechanisms included in the Account, the Website or the Computer System;
 - (e) reverse engineer, disassemble, decrypt or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms of the Account, the Website or the Computer System;
 - (f) take any action or use any program that might reasonably impede, restrict, limit or otherwise jeopardize the productivity, integrity or security of the Website or the Computer System, including by transmitting, disseminating or uploading viruses, worms or other harmful, disruptive or destructive, software, programs, files, data or devices;
 - (g) take any action that might negatively affect other customers, users or LTSA employees as relates to the Account, Website or Computer System, including attempting to view or intercept any electronic transmission not intended for the Customer;
 - (h) alter the format, content or display of information obtained through the Website, or attempt to use or pass on altered information, except as expressly permitted in this Agreement;
 - (i) access the Account or Services for the purposes of monitoring availability, performance, or functionality, or for any other benchmarking or competitive purpose;
 - (j) engage in practices such as "screen scraping", "database scraping", "automated form filling" or any similar practices or methods to retrieve, test or obtain information generated or processed by or stored through the Account or Services; or
 - (k) otherwise use the Account or the Services for or in connection with any illegal or unauthorized purpose or in a manner that:
 - (i) breaches any laws, rules, or regulations applicable to the Services or Transactions;
 - (ii) infringes, violates or misappropriates any rights of any person, including intellectual property rights; or
 - (iii) is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, unethical, tortious or otherwise objectionable as determined by LTSA in its sole discretion.
- 5.4 For the purposes of this section:
- (a) "Content" means all information, images, artwork, text, video, audio, pictures, apps, applets, programs, data and other materials made available through or as a result of the Services; and
 - (b) "Reasonable Business Purposes" includes the reproduction, copy, transmission and resale of Content only as a necessary or prudent component of providing professional services related to completing or advising on a real estate transaction,

completing research or providing interpretative information or advice about specified properties or interests in land but does not include business purposes for which the sole or a primary purpose is the resale of Content or the results of Services on a volume, discount or subscription basis. Resale practices of this nature will be deemed a material breach of this Agreement entitling the LTSA, at its sole option, to terminate the Customer's access to the Services immediately in addition to any other rights or remedies that it may have as a result of such breach.

The Customer must not:

- (c) download, print, reproduce or otherwise make use of Content other than as for personal, non-commercial purposes or Reasonable Business Purposes; or
- (d) except as permitted in (c), copy, reproduce, republish, post, transmit, display, alter, sell, offer, market, rent, lease, lend, frame in another web page, perform, distribute, modify or create derivative works from the Content or the Services without prior written approval of LTSA.

Article 6. FEES

- 6.1 The Customer must pay all applicable Fees in the amounts determined by LTSA, from time to time, and published on the Website.
- 6.2 Fees are due at the time the Service or Transaction is requested and are payable by such methods as are accepted by the LTSA at that time, which may include payment through a third-party electronic payment processor.
- 6.3 All Fees are in Canadian dollars and are non-refundable unless required by applicable law.
- 6.4 If the Customer fails to notify LTSA of errors or objections to any credit card charge for Fees within 45 days of the transaction date, the charge will be conclusively deemed to be accepted by the Customer as correct and no claim for credit, adjustment or set-off may be advanced against LTSA.

Article 7. SUSPENSION AND CANCELLATION

- 7.1 LTSA may suspend access to the Services at any time if:
 - (a) LTSA suspects that the Customer has committed a security violation;
 - (b) LTSA suspects that the Customer or a User has taken any action that may impede, limit or otherwise jeopardize the productivity, integrity or security of the Website or Computer System;
 - (c) LTSA determines the Customer or a User is in breach of any term or condition of this Agreement; or
 - (d) LTSA, acting reasonably, otherwise determines such suspension is necessary.
- 7.2 LTSA may cancel a Digital Credential or the Account if it has not been used for over six months.
- 7.3 Cancellation of the Account terminates this Agreement.
- 7.4 Without limiting Article 10, the Customer will be liable to LTSA for all damages or losses of any kind suffered by LTSA, directly or indirectly, as a result of the matters listed at section 7.1(a), (b), and (c), such damages or losses to include, without limitation: all costs put to 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 8. RIGHT TO CHANGE TERMS AND CONDITIONS

- 8.1 LTSA reserves the right, at its sole discretion, to update, revise, supplement, replace or otherwise change terms and conditions of this Agreement without specific or express notice to the Customer. Such changes will, unless specified otherwise by LTSA, be effective upon the earlier of the modified Agreement or notice of the changes being published on the Website or being made available to the Customer by other means under section 10.2(b). Thereafter, any continued use of the Services or the Website will constitute acceptance by the Customer of such modified Agreement or changed terms and conditions.
- 8.2 In making any of the changes referred to in section 10.1, LTSA will, except in cases of emergency, provide advance notice to the Customer by publishing the modified Agreement or notice of the changes on the Website, or if determined necessary by LTSA in its sole discretion, making the modified Agreement or changed terms and conditions available to the Customer by other means. "Cases of emergency" include, without limitation, times when LTSA is satisfied that changes without advance notice are necessary to protect the security or integrity of the land title register, Services, Website, Computer System or any other services offered by LTSA.

Article 9. TERMINATION

- 9.1 The Customer may terminate this Agreement at any time by giving notice to LTSA.
- 9.2 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) LTSA determines that the Customer is in breach of a term or condition of this Agreement.
- 9.3 Article 10 and section 5 of Appendix A survive the termination of the balance of this Agreement.

Article 10. LIMITATION OF LIABILITY AND INDEMNITY

- 10.1 The Services, the Website, and information accessed or available through them are provided on an "as-is", "as available" basis without warranty of any kind, express or implied, by LTSA. Except as expressly set out in this Agreement, 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 or fitness for a particular purpose or any purpose, or any warranty arising by statute or otherwise in law or from course of dealing or custom of trade. Without limiting the foregoing, the LTSA does not provide any warranty, promise, representation, guarantee or assurance that:
- (a) the Services or their results will meet the specific requirements of the Customer or any User;
 - (b) operation of the Services will be uninterrupted or error-free; or
 - (c) errors in the Services or the Account will be corrected.
- 10.2 In no event will LTSA or its directors, officers, employees, contractors, agents or representatives be liable to any person, including the Customer or any User, for any direct, indirect, general, special, incidental, consequential or other damages arising out of or in connection with:
- (a) any use of the Account, Services or Website;

- (b) suspension, loss or interruption of the Account or Services;
- (c) non-delivery, mis-delivery, corruption, destruction or other modifications of data or information; or
- (d) damages or consequences arising from or related to the inappropriate or unauthorized use of the Account, Services or Website by the Customer or a User,

whether or not such damages might be foreseeable and even if 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 defend, save and hold harmless LTSA and its directors, officers, employees, contractors, agents and other representatives against any and all liabilities, losses, claims, damages, actions, causes of action, costs and expenses that LTSA may sustain, incur, suffer, or be put to by reason of as a result of any act or omission, whether direct or indirect, of the Customer in relation to:

- (a) use of the Account, Services or Website;
- (b) the requirements of this Agreement;
- (c) use or misuse of confidential, proprietary or personal information obtained through access to the Account or Services; or
- (d) the operation or failure of the Customer's or a User's computer hardware, software, or equipment.

10.4 LTSA and its directors, officers, employees, agents and other representatives have no monetary liability arising from or relating to anything in this Agreement, including without limitation in making available the Account and the Services.

Article 11. PROPRIETARY RIGHTS

11.1 LTSA will own and retain all right, title and interest in (a) the Account, the Services and the Website, including all enhancements or modifications thereto; and (b) as between the parties, all data (including metadata) arising, derived from or based on the provision and performance of the foregoing; and (c) all intellectual property rights related to any of the foregoing.

11.2 No rights or licences are granted in respect of LTSA's intellectual property rights except as expressly set out in this Agreement.

Article 12. NOTICES AND COMMUNICATIONS

12.1 Except as otherwise provided in this Agreement, any notice, document, or other communication desired or required to be given under this Agreement, must be in writing and delivered by email:

- (a) if to LTSA, to techsupport@ltsa.ca; and
- (b) if to the Customer, to the email address set out in the Customer's request for the Account.

12.2 The Customer may at any time provide LTSA an updated email address for notice and LTSA will be entitled to rely on the email address for the Customer then on file.

- 12.3 LTSA may from time to time send information to the Customer about its products and services. A Customer who does not wish to receive such information may send a request to LTSA to discontinue sending it.
- 12.4 The Customer acknowledges LTSA's use of "cookies" and similar technologies as described in its Cookie Policy to analyse and improve products and services, and optimize browsing experience.

Article 13. PRIVACY PROTECTION

- 13.1 Where LTSA collects information from the Customer in connection with the this Agreement:
- (a) LTSA will manage the information in accordance with the *Freedom of Information and Protection of Privacy Act* and [Personal Information Protection Policy](#), which includes contact information of a person who can answer questions about LTSA's privacy practices;
 - (b) where the information is personal information, the Customer will be told the purpose and authority for the collection;
 - (c) LTSA will use and disclose such information only as necessary to administer the Account and offer the Services and as required or authorized by law; and
 - (d) the Customer acknowledges its consent to the collection of such information.

Article 14. FORCE MAJEURE

- 14.1 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 performance of the obligation will be automatically extended for the duration of the Event of Force Majeure. An "Event of Force Majeure" includes, without limitation:
- (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), fires, floods, storms, power failures, or freight embargoes;
 - (e) any other cause beyond the reasonable control of a party, provided always that lack of money, financing or credit will not be an Event of Force Majeure.

Article 15. MISCELLANEOUS

- 15.1 No provision of this Agreement will operate to expand, limit or fetter the statutory authorities, obligations or discretions of LTSA or any Statutory Official.
- 15.2 The headings in this Agreement are inserted for convenience only and do not form a part of the Agreement.
- 15.3 Capitalized terms used in an Appendix will have the same meaning as in the body of the Agreement unless specified otherwise.
- 15.4 The Customer may not assign or subcontract any rights, duties, obligations, or privileges under this Agreement without the prior written consent of LTSA.

- 15.5 This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties.
- 15.6 No provision of this Agreement will be deemed to have been waived by LTSA unless such waiver is in a notice from LTSA to the Customer and any waiver by LTSA will not be deemed a continuing waiver of such provision or a waiver of any subsequent breach of the Agreement.
- 15.7 In this Agreement, "person" includes a corporation, firm or association and words importing the singular or any gender will be construed as importing the plural or non-gendered form.
- 15.8 This Agreement will not make the Customer an employee, agent or independent contractor of LTSA and the Customer will not hold itself out as such in any way or to any person.
- 15.9 In the event that any provision of this Agreement is deemed void, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
- 15.10 This Agreement forms the entire agreement between LTSA and the Customer in respect of the Account and the Services.
- 15.11 This Agreement will be governed by the laws of the Province of British Columbia and each party hereby attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.

APPENDIX A
Use of ParcelMap BC

1. In this Appendix:
 - (a) "information on ParcelMapBC" means information or records to which the Customer gains access through ParcelMapBC using the Services;
 - (b) "Land Surveyor" means a practising land surveyor under the *Land Surveyors Act*; and
 - (c) "ParcelMapBC" means the electronic map of surveyed parcels in BC owned and operated by LTSA.
2. If the Customer uses information on ParcelMapBC, the Customer is deemed to have accepted the terms and conditions of this Appendix.
3. The Customer acknowledges that despite the information on ParcelMapBC being updated regularly, it may not include on-going updates or corrections to the source information maintained by LTSA or third parties.
4. Subject to the terms and conditions of the Agreement, LTSA hereby grants a limited, revocable, non-exclusive, non-transferable license to the Customer to use information on ParcelMapBC exclusively for personal or expressly permitted business purposes, and the Customer must not:
 - (a) without the prior written consent of LTSA, sell, resell, offer, market, sub-license, rent, lease, lend, act as a service bureau for or with respect to, supply, assign, transfer, outsource or make otherwise available any of the information on ParcelMapBC;
 - (b) without the prior written consent of LTSA, otherwise reproduce, publish or disseminate information on ParcelMapBC for commercial purposes; or
 - (c) use information on PMBC: (i) to obtain contact information for solicitation purposes; (ii) to harass an individual; or (iii) for other uses or purposes specified by LTSA.
5. All right, title, and interest (including all copyright, patent, and other intellectual property rights) in information on ParcelMapBC remain vested in LTSA at all times. The Customer must ensure that LTSA's original copyright notice and other proprietary notices included in information on ParcelMapBC remain intact and unaltered at all times.
6. If the Customer fails to comply with any term or condition of this Appendix, the rights granted will end automatically.
7. This Appendix does not grant the Customer any right to use information on ParcelMapBC that is:
 - (a) subject to third-party rights that LTSA is not authorized to license;
 - (b) the names, crests, logos, or other official marks of LTSA; or
 - (c) subject to other intellectual property rights, including patents, trade-marks and official marks,

and nor is the Customer granted any right to use information in a way that suggests any official status or that LTSA endorses the Customer or the use of the information.