

## ENTERPRISE 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 and includes any Deposit Account associated with the account;
- (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) "Certificate" means a digital certificate issued by a certification authority and recognized by a Statutory Official;
- (d) "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;
- (e) "Customer" means the person or business entity that has entered into this Agreement under section 2.1;
- (f) "Deposit Account" means a pre-authorized debit account issued by LTSA in connection with the Account in which the Customer keeps funds on deposit and from which the LTSA deducts the Fees incurred by the Customer and each User;
- (g) "Deposit Account Services" means all functions provided by LTSA to enable the payment of Fees from a Deposit Account;
- (h) "Digital Credential" means an identification credential assigned or approved by LTSA to permit the Customer or a User to access the Account;
- (i) "Fees" means any monetary charge, cost, or payment required by LTSA for the use of Services or to conduct Transactions through an Account and includes without limitation:
  - (i) fees 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;
- (j) "LTSA" includes, as the context permits, LTSA and each of its wholly owned or controlled subsidiaries;
- (k) "Services" means all functions and services provided by LTSA through an Account to enable Transactions by the Customer, including:
  - (i) Deposit Account Services;
  - (ii) services under a statute or enactment;
  - (iii) services provided by third parties;and includes all technology, hardware, software, systems, data, documentation,

- facilities and other materials used by LTSA to provide the Services;
- (l) "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*;
  - (m) "Transaction" means any electronic activity, transactions or requests made through an Account including requests, for information or records, and applications submitted to LTSA or a Statutory Official through or using the Account;
  - (n) "User" means any person who is designated by the Customer as authorized to use the Account on behalf of the Customer; and
  - (o) "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. DEPOSIT ACCOUNT SERVICES

- 4.1 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 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 LTSA.

## Article 5. ACCESS

- 5.1 Subject to section 5.2, 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. 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 5.1 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.

- 5.3 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 5.1; or
  - (b) suspended or otherwise made the subject of any action of LTSA under section 5.2.
- 5.4 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.
- 5.5 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 6. OBLIGATIONS OF THE CUSTOMER

- 6.1 The Customer is responsible and liable for all activities performed in relation to the Account, including Transactions conducted and Services requested whether with or without the Customer's knowledge or consent.
- 6.2 Without limiting the generality of section 6.1, as between LTSA and the Customer, the Customer is responsible for ensuring that each User complies with the terms of this Agreement in the same manner and to the same extent as required of the Customer.
- 6.3 The Customer must:
- (a) notify LTSA of all authorized Users and must not permit any person who is not a User to access the Account or the Services;
  - (b) ensure that each User is adequately trained or instructed, and is competent, to conduct Transactions or request Services;
  - (c) monitor compliance by each User with the terms and conditions of this Agreement;
  - (d) provide LTSA with timely notice when its relationship with a User ends;
  - (e) immediately on becoming aware of any unauthorized use of or access to the Account or other breach of this Agreement by a User, take all reasonable steps to prevent any further breach including, where necessary, by terminating such User's access to the Account;
  - (f) notify LTSA immediately of any suspected infringement, security breach or misuse of the Account and take such reasonable actions as LTSA directs in relation to such infringement, security breach, or misuse;
  - (g) co-operate fully with LTSA in the diagnosis and cure of any infringement, breach, or misuse referred to in paragraph (f), or any related fault or defect;
  - (h) notify LTSA of any information concerning a User that might reasonably cause LTSA to vary its security mechanisms, including in relation to that User or to revoke their access to Account;
  - (i) ensure Certificates are only used in compliance with the applicable laws, rules, and requirements that govern the Customer, including those issued under the *Land Title Act* or *Land Act*;
  - (j) select Digital Credentials that meet the requirements of LTSA as outlined in the Account registration process;
  - (k) use and maintain reasonable security mechanisms to protect the Account and the

Services from any unauthorized access;

- (l) 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
- (m) comply with and not attempt to circumvent the policies, standards and procedures issued by LTSA related to the Account and the Services.

6.4 The Customer must use the Website and the Account exclusively in compliance with this Agreement and all applicable laws, legislation, rules and regulations.

6.5 The Customer must not, directly or indirectly:

- (a) share the Customer's or a User's Digital Credential or otherwise permit an unauthorized person to access or use the Account;
- (b) re-assign a Digital Credential, including when the relationship of a User with the Customer ends;
- (c) attempt to access, use or modify the Account or data of any other person;
- (d) attempt to access the Account or Services other than through the authentication procedures established by LTSA;
- (e) attempt to circumvent or reveal the security mechanisms included in the Account, the Website or the Computer System;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) 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;
- (j) access the Account or Services for the purposes of monitoring availability, performance, or functionality, or for any other benchmarking or competitive purpose;
- (k) 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
- (l) otherwise use the Account or 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.

6.6 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, directly or indirectly:

- (c) download, print, reproduce or otherwise make use of Content other than 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 the LTSA.

Article 7. FEES

- 7.1 The Customer must pay all applicable Fees in the amounts determined by LTSA, from time to time, and published on the Website.
- 7.2 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.
- 7.3 All Fees are in Canadian dollars and are non-refundable unless required by applicable law.
- 7.4 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.
- 7.5 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.
- 7.6 Upon request, LTSA will provide to the Customer a statement that contains:
  - (a) an accounting of Fees incurred by the Customer; and
  - (b) a reconciliation of all amounts deposited to and withdrawn from the Customer's Deposit Account since the date of the preceding statement.

## Article 8. SUSPENSION AND CANCELLATION

### 8.1 LTSA may suspend access to Services at any time if:

- (a) LTSA determines the Customer's Deposit Account contains insufficient funds;
- (b) LTSA suspects that the Customer or a User has committed a security violation;
- (c) 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;
- (d) LTSA determines the Customer or a User is in breach of any term or condition of this Agreement; or
- (e) LTSA, acting reasonably, otherwise determines such suspension is necessary.

### 8.2 LTSA may cancel a Digital Credential or the Account if it has not been used for over six months and cancel a User's Digital Credential on notice from the Customer that its relationship with that User has ended.

### 8.3 Cancellation of the Account terminates this Agreement. Cancellation of a Digital Credential does not terminate the Agreement.

### 8.4 Without limiting Article 11, 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 8.1(b), (c) and (d), 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 9. RIGHT TO CHANGE TERMS AND CONDITIONS

### 9.1 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.

### 9.2 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 10. TERMINATION

### 10.1 The Customer may terminate this Agreement at any time by giving notice to the LTSA. On termination:

- (a) 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, LTSA will refund to the Customer any balance in the

Deposit Account in excess of LTSA's account closing administration fee.

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

- (c) access to Services has been suspended under section 9.1 for more than 30 days; or
- (d) LTSA determines that the Customer or a User is in breach of a term or condition of this Agreement.

10.3 Article 11 and section 5 of Appendix B survive the termination of the balance of this Agreement.

#### Article 11. LIMITATION OF LIABILITY AND INDEMNITY

11.1 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.

11.2 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:

- (d) any use of the Account, Services or Website;
- (e) suspension, loss or interruption of the Account or Services;
- (f) non-delivery, mis-delivery, corruption, destruction or other modifications of data or information; or
- (g) 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.

11.3 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 or a User in relation to:

- (h) use of the Account, Services or Website;
- (i) the requirements of this Agreement;



- (j) use or misuse of confidential, proprietary or personal information obtained through access to the Account or Services; or
- (k) the operation or failure of the Customer's or a User's computer hardware, software, or equipment.

11.4 The total maximum aggregate liability of LTSA and its directors, officers, employees, contractors, agents and other representatives arising from or relating to anything in this Agreement, including without limitation in respect of the holding, management and administration of the Deposit Account and making available the Account and the Services, is limited to the amount on deposit in the Customer's Deposit Account, if any, less applicable Fees.

#### Article 12. PROPRIETARY RIGHTS

- 12.1 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.
- 12.2 No rights or licences are granted in respect of LTSA's intellectual property rights except as expressly set out in this Agreement.

#### Article 13. NOTICES AND COMMUNICATIONS

- 13.1 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](mailto:techsupport@ltsa.ca); and
  - (b) if to the Customer, to the email address set out in the Customer's request for the Account.
- 13.2 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.
- 13.3 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.
- 13.4 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 14. PRIVACY PROTECTION

- 14.1 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 15. FORCE MAJEURE

- 15.1 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 16. MISCELLANEOUS

- 16.1 No provision of this Agreement will operate to expand, limit or fetter the statutory authorities, obligations or discretions of LTSA or any Statutory Official.
- 16.2 The headings in this Agreement are inserted for convenience only and do not form a part of the Agreement.
- 16.3 Capitalized terms used in an Appendix will have the same meaning as in the body of the Agreement unless specified otherwise.
- 16.4 The Customer may not assign or subcontract any rights, duties, obligations, or privileges under this Agreement without the prior written consent of LTSA.
- 16.5 This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties.
- 16.6 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.
- 16.7 In this Agreement, "person" includes a corporation, firm or association and words importing the singular or any gender term will be construed as importing the plural or non-gendered form.
- 16.8 This Agreement will not make the Customer or any User an employee, agent or contractor of LTSA and neither the Customer nor any User will hold itself out as such in any way to any person.
- 16.9 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.
- 16.10 This Agreement forms the entire agreement between LTSA and the Customer in respect of the Account and the Services.

- 16.11 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 Pre-Authorized Debit (PAD) Terms for Deposit Account

### 1. Application

This Appendix A applies to Customers who have a Deposit Account as defined in the main body of the Agreement and is effective from the date the Customer has checked the Pre-Authorized Debit ("PAD") Agreement acceptance box on either the Automatic Funds Transfer Review and Approve or Manual Funds Transfer Review and Approve screen on the Website and all required Financial Administrators have provided the approval as described in section 4. The acceptance and delivery of this Appendix A to LTSA constitutes delivery by the Customer to its Financial Institution.

### 2. Authority To Debit Account

The Customer authorizes LTSA and the designated Financial Institution specified by the Customer on the Website 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 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 Website whether the pre-authorized debits ("PADs") will be Automatic, Manual or both. The Customer may at any time modify payment parameters, change Financial Administrators, or change the Financial Institution by updating such information entered on the Website. To make payments by PAD, an account with a Canadian Financial Institution is required.

### 3. 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.

### 4. Valid Signing Authority

The Customer warrants and guarantees that all persons who have electronically approved the PAD Agreement have signing authority for the Customer's bank account at its Financial Institution and for the Deposit Account. A "Financial Administrator" is each person specified by the Customer as having such signing authority. The Customer must also specify whether the PAD Agreement must be approved by single or multiple Financial Administrators.

### 5. Frequency and Amount of Debits

#### Automatic Transactions

Automatic PADs for the Automatic Funds Transfer are processed after the end of each business day during which the Transfer Trigger Threshold is reached. The Financial Administrator assigns, edits, and updates the ranges and limits for PAD payment parameters on the 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. The Automatic Funds Transfer 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.

16.12 PAD payment parameters that can be modified on the Website are:

Transfer Trigger Threshold

When the balance in the Deposit Account drops below the Transfer Trigger Threshold parameter, 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 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 Appendix. For example, the Customer has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Appendix. 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 Appendix A may be cancelled at any time by the Customer on the 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

## APPENDIX B Use of ParcelMap BC

1. In this Appendix:
  - (a) "information on ParcelMapBC" means information or Records to which the Customer or a User 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 or a User uses information on ParcelMapBC, the Customer is deemed to have accepted the terms and conditions of this Appendix.
3. The Customer acknowledges and causes each User to acknowledge, 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 and each User to use information on ParcelMapBC exclusively for personal or expressly permitted business purposes, and the Customer must not, and must ensure that each User does 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 otherwise make 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 ParcelMapBC: (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 or a User 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 or a User 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, trademarks and official marks,and nor is the Customer or a User granted any right to use information in a way that suggests any official status or that LTSA endorses the Customer, User or the use of information.

### Land Surveyors and Land Surveyor Staff

8. If the Customer or a User is a Land Surveyor or a person working under the direct supervision of a Land Surveyor ("Staff"), the Customer or the User may extract and download portions of information on ParcelMapBC, subject to the terms and conditions of this Appendix, but if the Customer or the User is Staff, that Customer or User must not make any further use of that information.
9. If the Customer or the User is a Land Surveyor:
  - (a) LTSA grants the Customer and each User a royalty-free, perpetual, non-exclusive license to use information on ParcelMapBC for any lawful purpose, including for commercial purposes, subject to and in accordance with the terms and conditions of this Agreement.
  - (b) 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 prior written consent of LTSA:
    - (i) re-sell or sub-license information on ParcelMap unless the Customer or the User has substantially modified or adapted the information; or
    - (ii) operate a service bureau using information on ParcelMapBC.

APPENDIX C  
Expanded LOTR Search Service

1. In this Appendix,
  - (a) "LOTA" means the *Land Owner Transparency Act*;
  - (b) "Application" means an application, in the form established by the LOTA administrator, for access to the Expanded LOTR Search Service;
  - (c) "Expanded LOTR Search Service" means the functions and services provided by LTSA to enable searches and search of 'transparency records' or 'reported information' in the LOTR Registry;
  - (d) "LOTA Registry" means the database or registry of records and information maintained by the administrator appointed under LOTA.
2. If the Customer or a User uses the Expanded LOTR Search Service, the Customer is deemed to have accepted the terms and conditions of this Appendix.
3. A Customer who wishes to use the Expanded LOTR Search Service will complete and submit an Application to LTSA confirming the Customer's and any identified User's authority to access the Expanded LOTR Search Service.
4. The Customer may submit a corrected, revised or new Application at any time to, including to identify new authorized Users.
5. The Customer must notify LTSA without delay when an identified User is no longer authorized to access the Expanded LOTR Search Service or the Customer's relationship with that User ends.
6. Before approving an Application, the LOTA administrator may request further information to verify content or authenticate individuals named, and the Customer will provide such further information without delay.
7. The Customer acknowledges, and causes each User to acknowledge, that:
  - (e) information in the LOTA Registry may only be searched, inspected, used or disclosed as expressly permitted in Part 3 of LOTA and as specified in the Customer's approved Application;
  - (f) LTSA may from time to time issue policies, standards or procedures for use of the Expanded LOTR Search Services which must be adhered to as a term of access to the Expanded LOTR Search Service.