

## **BC OnLine Website Use Terms and Conditions**

In these Terms and Conditions "BC OnLine" has the meaning defined in the BC OnLine Terms and Conditions of Agreement. "BC OnLine" means Access Point Information Canada Ltd. providing services using the name BC OnLine, and providing to Subscribers Access to any Data Base as herein defined and/or maintaining Deposit Account Services. For the purposes herein, BC OnLine includes any owner of a Data Base, the government of the Province of British Columbia, a ministry, a crown corporation or government owned corporation or authority and includes the British Columbia Assessment Authority, British Columbia Land Title and Survey Authority, British Columbia Safety Authority and any Data Reseller or other entity providing services through BC OnLine."

The Terms and Conditions herein govern the use of this website, its content and the services provided through the website (collectively the "BC OnLine Website"). Each time you use the BC OnLine Website, you signify your acknowledgement and acceptance of the Terms and Conditions set out below.

Where the user of the BC OnLine Website is a "Subscriber" within the meaning of the BC OnLine Terms and Conditions of Agreement, the BC OnLine Terms and Conditions of Agreement shall continue to apply.

### **Trademarks and Intellectual Property**

"BC OnLine" and its logo are the trade-marked property of the Province of British Columbia. Certain other trademarks, trade names, and logos on the BC OnLine Website are the property of their respective owners. Use of any such property, except as expressly authorized, shall constitute a violation of the rights of the owner of the property.

All content that forms part of the BC OnLine Website are subject to intellectual property rights including copyright and trademarks held by or licensed to the Province and Access Point Information Canada Ltd. All rights are expressly reserved.

You are permitted to copy electronically and print hard copies of pages from the BC OnLine Website for your own lawful use, provided that such copies clearly display the copyright and any other proprietary notices of BC OnLine.

### **Online Transactions**

All prices listed on the BC OnLine Website are in Canadian dollars and charges will be processed in Canadian dollars.

By law, some transactions in BC OnLine cannot be reversed. For these types of transactions, no refund or credits can be issued.

### **Third Party Links**

The BC OnLine Website may contain links to other websites. All other websites are independent from our website and from BC OnLine. BC OnLine provides links to you only as a convenience and the inclusion of any link on this website does not imply any warranty, endorsement, investigation or verification by BC OnLine. Your use of the linked sites may be subject to terms and conditions in these websites, which you should locate and review. BC OnLine has no control over and expressly disclaims any liability for these websites or their content.

### **Website Content**

BC OnLine makes no representation or warranties whatsoever, either expressed or implied, with respect to the accuracy of the information obtained through the BC OnLine Website.

This website is provided "as is" and shall be used by you at your own risk. Although reasonable efforts are made to ensure that this website will be current and will contain no errors, omissions, or inaccuracies, no representations, warranties, guarantees, or

conditions (either expressed or implied) are given as to the operation of this website or that this website and the information, content, or materials included in this website will be error free or completely accurate or current at all time, or at any time.

BC OnLine may correct errors or inaccuracies and change or update information on this site at any time without notice including price and availability.

### **Disclaimer and Limitation of Liability**

THE BC ONLINE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR DURABILITY, ALL OF WHICH ARE HEREBY DISCLAIMED BY BC ONLINE, THE PROVINCE OF BRITISH COLUMBIA AND ACCESS POINT INFORMATION CANADA LTD. TO THE FULLEST EXTENT PERMITTED BY LAW.

BC ONLINE, THE PROVINCE OF BRITISH COLUMBIA, ACCESS POINT INFORMATION CANADA LTD. AND ITS RESPECTIVE DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE BC ONLINE WEBSITE, OR ANY HYPERLINKED WEBSITE, WHETHER OR NOT SUCH DAMAGES MIGHT BE FORSEEABLE AND EVEN IF BC ONLINE IS INFORMED OF THEIR POSSIBILITY. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES.

### **Changes**

The information contained in this website is subject to change and update at any time without prior notice.

BC OnLine reserves the right to modify these Terms and Conditions at any time at its sole discretion by posting revised Terms and Conditions on this website, and you agree to comply with and be bound by such Terms and Conditions as they may be modified.

### **Governing Law and Jurisdiction**

The BC OnLine Website (excluding linked websites) is controlled by BC OnLine from its offices within the Province of British Columbia, Canada. The BC OnLine Website can be accessed from all provinces and territories of Canada, as well as from other countries around the world. As each of these jurisdictions has laws that may differ from those of the Province of British Columbia, by accessing this website, you agree that all matters relating to access to, or use of, the website, or any other hyperlinked website, shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. You also agree and hereby submit to the exclusive personal jurisdiction and venue of the courts of the province of British Columbia and acknowledge and do so voluntarily and you will be responsible for complying with local laws.

### **Miscellaneous**

Any failure to insist upon or enforce strict performance on any provision of these Terms and Conditions shall not be construed as a waiver of any right. If any part of this notice is determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions hereof.