

## **Property Online Authorized Lawyer User Agreement Instructions**

This agreement is for use of Property Online, a monthly subscription service. Authorized Lawyer access allows users to query land ownership and related property information and submit (PDCAs) and electronically submit documents for registration. To use this agreement you must be a lawyer who has completed the required Nova Scotia Barristers Society (NSBS) LRA course.

Completed agreements can be sent to [propertyonline@novascotia.ca](mailto:propertyonline@novascotia.ca) or faxed to (902)424-0639. Agreements are processed within 10 business days. You will receive your username and password by email once your account has been created.

Please review the *Property Online Client Guide* for information on user and payment policies. The guide is available on our website. If you have any questions please contact us using the 'Ask Property Online a Question' link on our website.

### **Filling Out the Agreement**

**Organization & Account Contact** - Enter the full name of the account contact and company/firm name (if applicable). The account contact will be given access to invoices and will be responsible for adding and removing users under the account.

**User Information** - If the user is the same as the account contact please check the 'Same as above' box and enter the date NSBS LRA education was completed. If the user is different than the account contact please complete all sections.

**Payment** – please check one of the four options provided. If you are adding users to an existing account and the banking information is the same you do not need to resubmit the pre-authorized debit agreements.

**Signature** - The account contact must complete and sign in the contact area. If a user other than the contact is being added the user must complete and sign in the user area.

**When submitting your completed agreement please do not return a copy of the terms and conditions.**

Office of Service Nova Scotia

**Property Online Authorized Lawyer User Agreement**Return completed form to:  
[propertyonline@novascotia.ca](mailto:propertyonline@novascotia.ca)

Or fax to: 902-424-0639

**Organization & Account Contact**

NAME (FIRST, MI, LAST)

ORGANIZATION/FIRM NAME

EMAIL

ADDRESS

CITY

PROVINCE

POSTAL CODE

PHONE

**User Information** Same as above

FIRST NAME

LAST NAME

MIDDLE INITIAL

PHONE

DATE COMPLETED NSBS EDUCATION

EMAIL

**Payment (select one)** Pre-Authorized Debit Agreements are submitted with this agreement for payment of Property Online Subscription fees and Electronic Submission fees. A Pre-Authorized Debit Agreement is submitted with this agreement for payment of Property Online Subscription fees only A Pre-Authorized Debit Agreement is submitted with this agreement for payment of Electronic Submission fees only Pre-Authorized Debit Agreements for Property Online Subscription and Electronic Submissions fees were previously submitted**Signature**

By signing below the user is entering into an agreement with the Minister of the Office of Service Nova Scotia. This agreement allows the user to query land related information in Property Online and to electronically submit documents for registration. The user, by signing this agreement, agrees to be bound by the Terms and Conditions in Schedule B and represents to the Office of Service Nova Scotia that they have provided full and accurate information on this form and have read and understood the Terms and Conditions in Schedule B.

CONTACT NAME

CONTACT SIGNATURE

DATE

USER NAME

USER SIGNATURE

DATE

**This section for the Office of Service Nova Scotia Use Only**

CLIENT ID	USERNAME	DATE	PROCESSED BY
POL ADMINISTRATOR	SIGNATURE		

## Schedule B

# Property Online Authorized Lawyer User Agreement Terms and Conditions

### 1. DEFINITIONS

In this Agreement,

- a. "Account Administration Agreement" means an agreement to facilitate the administration of a *Property Online* Account that covers multiple *Property Online* users within an Enterprise;
- b. "Agreement" means this *Property Online* Authorized Lawyer User Agreement, including Schedule A and Schedule B, and any amendments thereto whensoever made;
- c. "AFR" means an Application for Registration;
- d. "authorized lawyer" means an eligible lawyer who has entered into a *Property Online* Authorized Lawyer User Agreement with the Minister, which remains in force;
- e. "Department" or "Office of Service Nova Scotia" means the administrative department of the Province of Nova Scotia responsible for the *Land Registration Act* and administration of the land registration system including *Property Online* user agreements;
- f. "eligible lawyer" means an eligible lawyer as determined by the Nova Scotia Barristers' Society and who
  - i. meets the definition of "qualified solicitor" in the LRA;
  - ii. maintains a level of professional liability insurance at least equal to the limits required by the Society; and
  - iii. complies with any educational requirements of the Society from time to time relating to the land registration system;
- g. "Enterprise" means a legal entity with which the User is associated, that has entered into a *Property Online* Account Administration Agreement with the Minister, which remains in force;
- h. "*Land Registration Act*" or "LRA" means the *Land Registration Act*, S.N.S. 2001, c.6, as amended from time to time;
- i. "land related information" means data and all other information to which the User has access through *Property Online*, including parcel attributes, parcel graphics and scanned document and plan images;
- j. "legal assistant" means an employee, agent or independent contractor who prepares and submits draft AFRs on the User's behalf;
- k. "PDCA" means Parcel Description Certification Application;
- l. "*Property Online*" means the Province of Nova Scotia's online property information system which provides internet browser-based query access to land related information and electronic access for the submission of Parcel Description Certification Applications, Applications for Registration, and electronic submission of instruments affecting land registration parcels pursuant to the LRA and the regulations;
- m. "regulations" means the *Land Registration General Regulations* made by the Governor in Council pursuant to Sections 93 and 128 of the LRA and the *Land Registration Administration Regulations* made by the Minister of the Office of Service Nova Scotia pursuant to Section 94 of the LRA; and
- n. "Society" means the Nova Scotia Barristers' Society.

## 2. ADMINISTRATION

This Agreement will be administered on behalf of the Minister by authorized personnel of the Department.

## 3. PURPOSES OF AGREEMENT

a. This Agreement allows the User as an authorized lawyer to

i. query *Property Online* land related information,

ii. electronically submit Parcel Description Certification Applications on behalf of parcel owners,

iii. electronically submit draft and final form Applications for Registration on behalf of parcel owners, and

iv. submit electronic cover pages and scanned images of deeds, mortgages and release of mortgage documents affecting parcels that have been registered under the LRA.

b. This Agreement also allows a legal assistant to query *Property Online* land related information and to prepare and submit draft AFRs on the User's behalf.

## 4. OWNERSHIP AND USE OF LAND RELATED INFORMATION

a. The User has the right to use land related information obtained from *Property Online* only while this Agreement is in effect and does not acquire any rights of ownership to the land related information.

b. Copyright of all information contained in *Property Online* will at all times remain the property of the Minister.

c. The land related information is supplied for the purposes set out in Section 3 of this Agreement.

d. The Department reserves the right to modify and/or update *Property Online* without obligation to notify the User.

e. The User is responsible for adhering to this Agreement and any standards and policies of the Department in place from time to time and must ensure that the User's legal assistant also complies with them.

## 5. PROPERTY REGISTRATION ACCESS

a. The User acknowledges that the Society determines who is an eligible lawyer for purposes of entering into this Agreement.

b. The User acknowledges that this Agreement is null and void if the User ceases to be an eligible lawyer as determined by the Society.

c. The User agrees that the Department may revoke all *Property Online* privileges and suspend the operation of this Agreement and the User's account immediately upon receipt of notification from the Society or the User that the User has ceased to be an eligible lawyer.

d. If the information contained in Schedule A changes for any reason, the User will amend Schedule A, ensure that all required signatures are affixed, and send the completed form to the Department.

e. The User acknowledges that the information set out in Schedule A will be used by the Department to establish the User's account in *Property Online*.

## 6. ACCESS TO PROPERTY ONLINE

a. The Department will provide the User with two passwords for use as follows:

i. the general password is for use

(1) by the User and legal assistant(s) to perform queries and submit draft AFRs through *Property Online*,

(2) by the User to prepare and submit PDCAs; and

- ii. the private password is for the User's sole use to allow the User to submit pre-approved AFRs in final form, and to submit electronic cover pages and scanned images of deeds, mortgages, and release of mortgage documents affecting parcels that have been registered under the LRA.
- b. The Department will provide the User with a user name, which is for use by the User and will be used, among other things, to identify when the User submits documents for registration or recording and to allow the land registration system to generate notices to the User.
- c. Where a *Property Online* Account Administration Agreement is in place, the account administrator will be responsible for providing the user name and general password to the User and the Department will be responsible for providing the private password to the User.
- d. The User agrees not to share the User's private password with anyone.
- e. The User is responsible for the security of the user name, the general password and the User's private password and for any access made to *Property Online* using the User's passwords.
- f. If an Account Administration Agreement is in place, the User and the Enterprise are jointly and severally responsible for the security of the user name and general password and for any access made to *Property Online* using the User's general password.
- g. Access to *Property Online* by anyone using the User's user name and passwords will be the user's responsibility and will be charged to the User's account, or the Enterprise's account if an Account Administration Agreement is in place.
- h. Any unauthorized access by the User, or by anyone using the User's user name and passwords, to land related information by means other than those permitted by the Department will be considered a breach of this Agreement and will lead to automatic revocation of the User's access privileges to *Property Online*.
- i. The User is responsible for all expenses related to acquiring, operating and maintaining any computer hardware and communications software required for the purposes of accessing *Property Online*.
- j. The User may request a change of the password(s) for the User's account by contacting the *Property Online* Help Desk and providing the User's user name and the current password(s) which the User wishes to change. The Department will email the new password(s) to the User's email address as set out in Schedule A.
- k. Where a *Property Online* Account Administration Agreement is in place, the account administrator is responsible for changing and resetting the general password for the User.
- l. The Department will ensure that, with the exception of planned maintenance or unplanned failure, *Property Online* will be available to the User 24 hours per day, each day of the year.
- m. The User acknowledges and accepts that *Property Online* will undergo regular maintenance and upgrades and that periodic interruptions in use will result.
- n. The Department will process submitted PDCAs, AFRs, and electronically submitted Land Registration cover pages and instruments from 8:30 a.m. to 4:30 p.m., Monday through Friday, with the exception of holidays observed by the Province of Nova Scotia and with the exception of planned maintenance times or unplanned failure of the *Property Online* system.

## **7. TUTORIALS AND HELP DESK**

- a. The User agrees to attend or take, as the case may be, such tutorials (online, classroom or otherwise) determined as necessary by the Department from time to time to ensure that the User is instructed in the proper use of *Property Online*.

b. The Department will provide online help desk services from 8:30 a.m. to 4:30 p.m., Monday through Friday, with the exception of holidays observed by the Province of Nova Scotia. The Help Desk can be reached through the link 'Ask Property Online a Question' on the *Property Online* homepage.

## 8. LIABILITY

a. Neither the Department nor the Minister make any warranties whatsoever, expressed or implied, with respect to the accuracy, completeness, merchantability or fitness for a particular purpose of the land related information, except to the extent specified in the LRA and regulations.

b. Except as provided in the LRA and regulations, neither the Department nor the Minister is liable to the User or any other person or entity for any direct, indirect or consequential damages whatsoever as a result of using *Property Online* or the land related information.

## 9. RESTRICTIONS ON USE

a. The User is strictly prohibited from redistributing, reselling or recombining any information accessed through *Property Online*. The User is limited to using the land related information for the purposes identified in Section 3 of this Agreement.

b. The User is strictly prohibited from using the land related information in *Property Online* to identify and/or solicit individuals or organizations for purposes not related to property transactions or the management of resources located on property.

c. The copying, exchange, sale, or disclosure of the land related information (in part or whole, or other derived forms or hard copy versions) for any purpose other than those stated in this Agreement cannot be undertaken without prior notification and written agreement of the Minister.

d. The land related information may not be used by the User or such use enabled by the User in a computer service or timesharing service; to create a database in electronic or other format for the purposes of data aggregation or dissemination (otherwise than for internal archival use of the User); or for the purpose of commercial resale of the land related information or components thereof contained in the databases.

e. The User agrees that the Department, upon reasonable notice to the User, may examine the User's materials, records and systems relating to use of land related information accessed from *Property Online*.

## 10. PAYMENT FOR PROPERTY ONLINE USE

a. Where an Account Administration Agreement is in place, the payment provisions set out in this Section will not apply, and the payment provisions in the Account Administration Agreement will apply in their place.

b. Subject to the Department's approval of the User's application to enter into a user agreement with the Department, the Department will provide the User with a *Property Online* account.

c. The Department will provide the User with the necessary information required for the administration of the User's account.

d. All fees and charges owing to the Department for use of *Property Online* by the User or anyone accessing *Property Online* using the User's user name and passwords, will be charged to the User's account.

e. The User agrees to execute a Pre-authorized Debit Agreement for *Property Online* usage and subscription fees.

f. The Department will invoice the User for access to *Property Online* and the User agrees to pay the full amount owing for such use in accordance with

i. the *Property Online* fee structure as it exists from time to time, and

ii. the terms and conditions of the Pre-authorized Debit Agreement.

g. The Department will provide a minimum of ninety (90) days notice of any changes in the fees or charges for use of *Property Online*.

h. Continued use of *Property Online* by the User following the implementation of new *Property Online* charges constitutes acceptance by the User of the new charges.

#### **11. PAYMENT FOR REGISTRATION, RECORDING & DEED TRANSFER TAX FEES (where applicable)**

a. Where an Account Administration Agreement is in place, the payment provisions set out in this Section will not apply, and the payment provisions in the Account Administration Agreement will apply in their place.

b. The user agrees to execute a separate Pre-authorized Debit Agreement respecting electronic submission.

c. The user agrees to pay the fees for registration, recording, and the deed transfer tax (where applicable) in accordance with the Pre-authorized Debit Agreement.

d. The user agrees the fees will be taken at the time of electronic submission.

#### **12. DEFAULT/TERMINATION**

a. The Department may terminate the User's access to *Property Online* and all information it contains, upon twenty-four (24) hours notice if, in the opinion of the Department, the User is

i. in breach of any term(s) contained in this Agreement,

ii. in breach of any of the requirements for submission of Parcel Description Certification Applications, Applications for Registration, and Electronic Document Submission under the LRA and regulations, or

iii. subject to a Registrar General's order pursuant to Section 56 of the LRA.

b. The User may terminate this Agreement by giving the Department the *Disable User Request form* or the *Client Account Cancellation Form*. Users will be disabled within five business days of the Department receiving the *Disable User Request form* and client accounts will be disabled on the last business day of the month in which the *Client Account Cancellation Form* is received.

c. Where an Account Administration Agreement is in place, termination of the Account Administration Agreement by either the Department or Enterprise will result in the immediate termination of the User's access to *Property Online*. In order to have access to *Property Online* reinstated, the User must contact the Department to request the establishment of an individual account and user name in the User's name.

d. Termination of the Agreement does not relieve the User of the obligation to pay all fees and charges, including interest, accrued on the User's *Property Online* account and owing to the Department up to and including the termination date.

e. Upon termination, the User is bound by the terms of this Agreement with respect to use of any land related information that was accessed from *Property Online* while this Agreement was in place.

#### **13. GENERAL PROVISIONS**

a. This Agreement and the Pre-authorized Debit Agreement(s) constitute the entire agreement between the parties with respect to the use of *Property Online*, unless an Account Administration Agreement affecting the User has been executed by an Enterprise and the Minister, in which case this Agreement, the Account Administration Agreement, and the Pre-authorized Debit Agreement(s), including their respective Schedules and amendments, constitute the entire agreement between the parties with respect to the use of *Property Online*.

b. This Agreement supersedes all previous agreements or understandings between the Minister and the User whether written or oral, in connection with or incidental to *Property Online*, including any previous agreement referred to as a Nova Scotia Property Records Database (NSPRD) Internet Service Agreement.

- c. This Agreement is binding upon the parties and each of their executors, administrators, successors and permitted assigns and will enure to the benefit of such executors, administrators, successors and permitted assigns.
- d. This Agreement cannot be assigned by the User.
- e. Where the context requires, the singular means the plural and the plural means the singular.
- f. This Agreement cannot be varied by any oral representation or oral agreement between the User and the Department. Any variation of the Agreement must be reduced to writing and signed and agreed by both parties before it is to have any force and effect.
- g. The existence and content of this Agreement and any amendments are considered to be public information.
- h. This Agreement will be in effect when the Agreement has been executed by both parties.

#### **14. NOTICE**

- a. All notices under this Agreement will be in writing and are deemed to have been received:
  - i. on the date of delivery when transmitted by email or facsimile transmission, during working hours or business days or when delivered in person to an authorized person of the receiving party, and
  - ii. on the fifth (5th) business day after mailing when mailed by prepaid registered or certified mail to the receiving party.
- b. The mailing address and contact information for the Department are:

#### **Property Online Administrator**

Office of Service Nova Scotia – Land Programs  
PO Box 2521  
Halifax, NS B3J 2Y3  
Email: [propertyonline@novascotia.ca](mailto:propertyonline@novascotia.ca)  
Fax: (902)424-0639

**-END OF AGREEMENT-**