

Property Online PDCA User Agreement Instructions

This agreement is for use of Property Online, a monthly subscription service. PDCA access allows users to query land ownership and related property information and submit Parcel Description Certification Applications (PDCAs) on behalf of parcel owners. To use this agreement you must be a surveyor registered with the Association of Nova Scotia Land Surveyors (ANSLS).

Completed agreements can be sent to 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 the company 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 your ANSLs number. If the user is different than the account contact please complete all sections.

Payment – please check one of the two options provided. If you are adding users to an existing account you do not need to resubmit the pre-authorized debit agreement.

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 Parcel Certification User AgreementReturn completed form to:
propertyonline@novascotia.ca

Or fax to: 902-424-0639

Organization & Account Contact

NAME (FIRST, MI, LAST)

ORGANIZATION

EMAIL

ADDRESS

CITY

PROVINCE

POSTAL CODE

PHONE

User Information Same as above

NAME (FIRST, MI, LAST)

PHONE

ANSL NUMBER

EMAIL

Payment (select one) A Pre-Authorized Debit Agreement is submitted with this user agreement. A Pre-Authorized Debit Agreement was 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 plans 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

Please see pages 2 to 5 for Schedule B. Do not return Schedule B with your form, it contains standard terms and conditions which do not need to be copied.

This section for the Office of Service Nova Scotia Use Only

CLIENT ID	USERNAME	DATE	PROCESSED BY
POL ADMINISTRATOR	SIGNATURE		

Schedule B

Property Online Parcel Certification 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* Query Access User Agreement, including Schedule A, and any amendments thereto whensoever made;
- c. "AFR" means an Application for Registration;
- d. "Department" or "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;
- e. "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;
- f. "*Land Registration Act*" or "LRA" means the *Land Registration Act*, S.N.S. 2001, c.6, as amended from time to time;
- g. "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;
- h. "legal assistant" means an employee, agent or independent contractor who has been designated by the User in Schedule A to prepare and submit draft AFRs on the User's behalf;
- i. "PDCA" means Parcel Description Certification Application;
- j. "*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 and Applications for Registration pursuant to the LRA and the regulations; and
- k. "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 Service Nova Scotia pursuant to Section 94 of the LRA.

2. ADMINISTRATION

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

3. PURPOSE OF AGREEMENT

This Agreement allows the User to query *Property Online* land related information.

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.

5. ACCESS TO PROPERTY ONLINE

- a. The User acknowledges that the information set out in Schedule A will be used by the Department to establish the User's *Property Online* account.
- b. The Department will provide the User with a username and password for querying land related information in *Property Online*.
- c. The username and password are for the sole use of the User and will be used, among other things, for billing purposes to identify when the User accesses the system.
- d. 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.
- e. The User is responsible for the security of the username and password and for any access made to *Property Online* using the User's general password.
- f. If an Account Administration Agreement is in place, the User and the Enterprise are jointly and severally responsible for the security of the username and password and for any access made to *Property Online* using the User's username and password.
- g. Access to *Property Online* by anyone using the User's username and password 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 username and password, 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 their password by contacting the *Property Online* Help Desk and providing the User's username. The Department will e-mail the new password to the User's e-mail 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.

6. 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.

7. 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.

8. 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*.

9. PAYMENT

a. Where an Account Administration Agreement with an Enterprise 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 username and password, 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.

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

b. The User may terminate this Agreement by giving the Department the *Remove User Request Form* or the *Client Account Cancellation Form*. Users will be disabled within five business days of the Department receiving the *Remove 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.

11. GENERAL PROVISIONS

a. This Agreement constitutes 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 and the Account Administration Agreement, 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 ensure to the benefit of such executors, administrators, successors and permitted assigns.

d. This Agreement cannot be assigned by the User without the written permission of the Department.

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.

12. NOTICE

a. All notices under this Agreement will be in writing and deemed to have been received:

i. on the date of delivery when transmitted by e-mail 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

E-mail: propertyonline@novascotia.ca

Fax: (902) 424-0639

- END OF AGREEMENT -