

Property Online Authorized Lender Agreement

To become an Authorized Lender, complete and execute the following, then fax, mail or email* to the Property Online Administrator:

1. **Authorized Lender Agreement**
2. **Schedule “A” of the Authorized Lender Agreement**
3. **Page 1 of the PAD Agreement**

Note: Please do not send a copy of the Terms and Conditions.

*If being e-mailed, the documents need to be signed and sent in pdf format.

Contact information for Property Online Administrator

Service Nova Scotia & Municipal Relations

1505 Barrington Street, 14 South

Halifax, NS, B3J 2Y3

Fax Number 1-902-424-0639.

E-mail: PropertyOnline_BillingEnquiry@gov.ns.ca

A. Property Online Authorized Lender Agreement

1. [Authorized Lender Agreement](#) - this is signed for and on behalf of the Authorized Lender
2. [Schedule “A” Authorized Lender Account Information](#) - the schedule consists of the following:
 - SECTION A: Authorized Lender Account Holder Information including the Financial Contact who will receive billing and e-submission pre-authorized payment notices
 - SECTION B: List of designated subsidiaries etc.
 - SECTION C: List of Authorized Lender Users
3. [Schedule “B” - Authorized Lender Terms and Conditions](#)
4. [Appendix 1 - AMENDED SCHEDULE “A”](#) - to be filled out when there an addition or deletion of a user who is authorized under this agreement.

B. Property Online Pre-Authorized Agreement for Property Online Monthly Fees and Document Recording Fees

1. [Page 1 - Pre-Authorized Debit Agreement for Property Online and Document Recording Fees](#): - to be filled out by the Financial Contact Person/ Authorized Signing Authority.
This form is used to:
 - initially set up pre-authorized debit for Property Online and for Document Recording Fees
 - change banking information
 - change Financial Contact
2. [Pre-Authorized Debit Agreement Terms and Conditions](#)

PROPERTY ONLINE AUTHORIZED LENDER AGREEMENT

By this Agreement (the "Agreement") effective this _____ day of _____, 2_____

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of Nova Scotia, as represented by the Minister of Service Nova Scotia and Municipal Relations (the "Minister")

- and -

_____ (the "Authorized Lender")

The parties agree as follows:

1. The purpose of the Agreement is to facilitate the Authorized Lender's access to the Province of Nova Scotia's online land registry system ("Property Online") and to establish the terms and conditions of such access and to authorize the Authorized Lender to electronically submit certain documents using Property Online.
2. The terms and conditions of Schedules "A" and "B", attached to the Agreement, form part of the terms and conditions of the Agreement.
3. The Minister authorizes a maximum of 10 users, as identified in Schedule "A", as amended from time to time in accordance with the terms of Schedule "B", to access Property Online in order to:
 - a. query land-related information; and
 - b. electronically submit for recording, mortgages and releases of mortgage, to which the Authorized Lender is a party as well as instruments directly related to such mortgages or releases, to the extent permitted under Property Online, from time to time.
4. For the purposes of Section 3, the Authorized Lender is deemed to be a party to documents executed on behalf of subsidiaries, affiliates, and predecessor organizations which are listed in Schedule "A", and for which the Authorized Lender is legally authorized to execute documents.
5. The Authorized Lender warrants that the list of users identified in Schedule "A" is a complete list of users as of the date that the Agreement is submitted to the Minister.
6. The Authorized Lender agrees to immediately provide to the Minister an amended Schedule "A", in the form in Appendix 1, in accordance with the terms of Schedule "B", from time to time, if the information in Schedule "A" changes for any reason.
7. The Agreement takes effect on the date it has been signed by both parties.

SIGNED for and on behalf of the Minister by:

Name _____
Signature _____
Title Property Online Administrator
Date _____

WITNESSED by:

Name _____
Signature _____
Title _____
Date _____

SIGNED for and on behalf of the Authorized Lender

Name _____
Signature _____
Title _____
Date _____

WITNESSED by:

Name _____
Signature _____
Title _____
Date _____

Schedule "A"

Property Online Authorized Lender Information

SECTION A: Authorized Lender Information [*The financial contact person will see a link in POL to access invoices and payment notices/reports.]

Name of Authorized Lender					
*Name of Financial Contact		First Name	Middle Initial	Last Name	
Date and Signature of Authorized Lender /Contact on behalf of the Authorized Lender					
Date: _____ Signature: _____					
Email Address (for Financial Contact)					
Mailing Address					
Town/Community		Prov		Postal Code	
Phone #		Fax #			

SECTION B: List of Designated Subsidiaries, Affiliates, Predecessor organizations on behalf of which the Authorized Lender is legally authorized to execute documents.

	Subsidiaries, Affiliates, Predecessor Organizations	Particulars
1		
2		
3		
4		
5		

SECTION C: List of all Authorized Lender Users [maximum 10]

Complete list of all employees and agents of the Authorized Lender who are authorized by the Authorized Lender to access Property Online on behalf of the Authorized Lender in order to :

- (a) query land-related information; and
- (b) electronically submit for recording, mortgages and releases of mortgage, to which the Authorized Lender is a party, as well as instruments directly related to such mortgages or releases, to the extent permitted under Property Online, from time to time.

Authorized Lender User Information				
	First	Middle Initial	Last Name	Email Address
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

For SNSMR Only: Client ID: _____ Username & Password email(s) attached

Schedule "B"

AUTHORIZED LENDER AGREEMENT STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement,

- a) "Agreement" means the Property Online Authorized Lender Agreement, including Schedule "A" and Schedule "B", and any appendices and amendments, whenever made;
- b) "authorized lender" means a chartered bank, trust company, credit union or Provincial government lender, that has entered into this Agreement.
- c) "Claim" or "Claims" means all losses, costs, expenses, judgments, causes of action, legal fees, litigation and court costs whatsoever.
- d) "Department" or "Service Nova Scotia and Municipal Relations" means the administrative department of the Province of Nova Scotia responsible for the *Land Registration Act* and the *Registry Act* and the administration of the land registration system including Property Online Authorized Lender and other user agreements;
- e) "electronic document submission" means submission of a document using Property Online;
- 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 a user has access through Property Online, including parcel attributes, parcel graphics and scanned document and plan images;
- h) "Property Online" means the Province's online real property information system that provides Internet browser-based query access to Provincial mapping and other land-related information and electronic access for the submission of documents under the *Land Registration Act* and the *Registry Act*;
- i) "Registrar General" or "Registrar General of Land Titles" means the person appointed as Registrar General under Section 8 of the *Land Registration Act*;
- j) "Registry Act" means the *Registry Act*, R.S.N.S 1989, c.392, as amended; and
- k) "user" means an employee or agent of the Authorized Lender who has been identified by the Authorized Lender in Schedule "A", as amended from time to time, as being authorized to access Property Online on behalf of the Authorized Lender in order to query land-related information and electronically submit for recording, mortgages and releases of mortgage, to which the Authorized Lender is a party, as well as instruments directly related to such mortgages or releases, to the extent permitted by Property Online, from time to time.

2. ADMINISTRATION

- 1. The Agreement will be administered on behalf of the Minister by authorized personnel of the Department.

2. The Agreement will be administered on behalf of the Authorized Lender by the contact person identified in Schedule “A”, as amended from time to time.

3. AUTHORIZED USERS

1. The Authorized Lender acknowledges that the information set out in Schedule “A” will be used by the Department to establish the Authorized Lender’s account in Property Online.
2. If the information contained in Schedule “A” changes for any reason, the Authorized Lender will complete and execute an amended Schedule “A”, in the form in Appendix 1, attached to and forming part of Schedule “B”, and send the completed form to the Property Online administrator at the contact address in Schedule “B”, by ordinary mail, fax or by email of the scanned document in pdf format.
3. In the event that the Authorized Lender submits an amended Schedule “A”, the Agreement will be amended effective the date that the amended Schedule “A” is executed on behalf of the Minister.
4. In order to exercise any of the rights under the Agreement, the Authorized Lender must be a party to the pre-authorized debit agreements required by the *Land Registration Administration Regulations*, which agreements are in effect.

4. ACCESS TO PROPERTY ONLINE

1. Upon execution by both parties of an Authorized Lender Agreement, the Authorized Lender will be provided with user names and passwords for use as follows:
 - a) a user name for each user’s sole use to access Property Online;
 - b) a query password for each user’s sole use to perform queries through Property Online,
 - c) an e-submission password for each user’s sole use to electronically submit for recording, mortgages and releases of mortgage, to which the Authorized Lender is a party, as well as instruments directly related to such mortgages or releases, to the extent permitted under Property Online, from time to time.
2. Any unauthorized access to Property Online by the Authorized Lender or a user, or by anyone using the Authorized Lender’s user names and passwords, will be considered a breach of the Agreement and will lead to automatic revocation of the Authorized Lender’s access privileges to Property Online, in accordance with the termination provisions in Article 10 of Schedule “B”.
3. The Authorized Lender 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.
4. The Department reserves the right to modify and/or update Property Online without obligation to provide advanced notice to the Authorized Lender, but will not unreasonably act without advance notice.

5. The Authorized Lender is responsible for ensuring that all users are instructed in the proper use of Property Online and that they adhere to the terms and conditions of the Agreement as well as any standards and policies of the Department, in relation to access to Property Online, in place from time to time.
6. The Department will ensure that, with the exception of interruptions due to planned system maintenance or unanticipated failure, Property Online will be available to the Authorized Lender 24 hours per day, each day of the year.
7. The Authorized Lender acknowledges and accepts that Property Online will undergo regular maintenance and upgrades and that periodic interruptions in use will result.
8. The Department will process electronically submitted documents 8:30 a.m. to 4:30 p.m., Monday through Friday, with the exception of holidays observed by the Province of Nova Scotia, office closures as a result of storm conditions, power outages, or other emergencies, and interruptions due to planned maintenance times, operational changes or unanticipated failure of the Property Online system.

5. OWNERSHIP AND RESTRICTIONS ON USE

1. The purpose of the Land Registry is to give public notice of documents and information that describe or affect the ownership or other interests in land. The documents and information must be made public in order to allow for assessment of the quality of title prior to the selling, buying, and/or mortgaging of real property.
2. Use of the land-related information obtained through access to *Property Online*, is only for the above stated purposes and is also subject to the following restrictions:
 - a) The Authorized Lender does not acquire any rights of ownership to or copyright in the land-related information.
 - b) The Authorized Lender is strictly prohibited from:
 - i) redistributing, reselling or recombining the land related information;
 - ii) using the land-related information to identify individuals or organizations for any purpose other than those stated above;
 - iii) using the land-related information to solicit individuals or organizations;
 - iv) undertaking the copying, exchange, sale, or disclosure of the land-related information (in part or whole, or other derived forms or hard copy versions) without prior notification and written agreement of the Minister; and
 - (e) using the land-related information in a computer service or timesharing service; to create a database in electronic or other format for the purposes of data aggregation or dissemination (other than for internal archival use of the Authorized Lender); or for the purpose of commercial resale of the land-related information or components thereof contained in the databases.
3. The Authorized Lender agrees that the Department, upon reasonable notice, may examine the Authorized Lender's or a user's materials, records and systems relating to use of land-related

information, provided that the Minister has signed a confidentiality agreement to ensure the Authorized Lender's compliance with federal privacy legislation.

6. PROMPT SUBMISSION OF RELEASES

1. The Authorized Lender agrees to electronically submit releases of its security interests including all related documents within a reasonably prompt time after the obligation secured by the security interest is paid in full. If, in the Department's sole discretion, it is determined that the Authorized Lender is not submitting releases of its security interests within a reasonable time after payout, the Agreement may be terminated in accordance with Article 10.4 of Schedule "B". As a general rule, the Department will expect the lender to ensure that releases of security interests, including all related documents, will be recorded within thirty days after payout.

7. ABSENCE OF WARRANTIES AND LIMITATION OF LIABILITY

1. Neither the Registrar General Land Titles nor the Minister make any warranties whatsoever, express or implied, with respect to the accuracy, completeness, merchantability or fitness for a particular purpose of the land-related information in Property Online, except to the extent provided by statute.
2. Except as provided in the LRA and regulations, neither the Registrar General Land Titles nor the Minister is liable to the Authorized Lender 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, or as a result of the unavailability or failure of Property Online.

8. LIABILITY AND INDEMNIFICATION

1. The Authorized Lender is responsible for the security of the user names, and each user's query passwords and e-submission passwords and for any access made to Property Online using such user names and passwords. The Authorized Lender is accountable for the review of the list of users who have access in accordance with the Agreement, and who are listed on the monthly invoice, and must notify the Property Online Administrator immediately if the lender is requesting the termination of a user's access to Property Online, by submitting an amended Schedule "A".
2. The Authorized Lender is liable to the Registrar General of Land Titles and the Minister with respect to any claims resulting from a breach of the Authorized Lender's security which enables unauthorized access to Property Online, unless such breach of security is caused by the negligence of the Department.
3. The Authorized Lender is liable to the Registrar General of Land Titles and the Minister with respect to any claims resulting from a user's access or submissions to Property Online, including but not limited to any reliance by a registrar on the particulars provided by a user in relation to a recording or cancellation of recording of an interest. This includes the errors or omissions of a user and any fraudulent activity of a user and whether or not such access or submission was authorized by the Authorized Lender.
4. Subject to any limitation of liability contained in the Agreement, the Authorized Lender agrees to defend, indemnify and hold harmless the Minister and the Registrar General of Land Titles for any claims that may arise, directly or indirectly, out of the Authorized Lender's performance of the

Agreement and any claims for which the Authorized Lender is liable under the Agreement, including but not limited to any amounts that the Registrar General of Land Titles has been required to pay as compensation pursuant to the LRA.

9. PAYMENT

1. The Authorized Lender agrees to complete and execute an Authorized Lender Pre-Authorized Debit Agreement (“PAD Agreement”), in the form attached as Appendix 2 to the Agreement, and to send the completed PAD Agreement to the Property Online Administrator, by ordinary mail, fax, or by email of the scanned document in pdf format.
2. All fees and charges owing to the Department for use of Property Online or for recording of documents submitted electronically by a user or anyone accessing Property Online using the Authorized Lender’s user names and passwords, will be charged to the account set up in accordance with the Authorized Lender’s PAD Agreement.
3. The Department will provide a minimum of ninety (90) days notice of any changes in the fees or charges for use of Property Online.
4. Continued use of Property Online by a user following the implementation of new Property Online charges constitutes acceptance by the Authorized Lender of the new charges.

10. TERMINATION

1. The Department may terminate the Authorized Lender’s or a user’s access to Property Online upon twenty-four (24) hours’ notice to the Authorized Lender, if in the opinion of the Department, the Authorized Lender or a user is
 - a) in breach of any term contained in the Agreement, or
 - b) in breach of any of the requirements for electronic document submission under the LRA or the *Registry Act*, as applicable, or regulations under those Acts;provided, however, that the Department may not act unreasonably in terminating such access.
2. The Department may terminate the Authorized Lender’s or a user’s access to Property Online without notice, in accordance with a Registrar General’s order pursuant to Section 56 of the LRA.
3. The Authorized Lender may terminate this Agreement, only effective at the end of a calendar month by submitting an “Account Cancellation Form” to the Property Online Administrator at least five business days prior to the end of the calendar month. The Authorized Lender shall be responsible for the Property Online access and document recording fees and charges up to and including the effective date of the termination.
4. The Department may terminate the Agreement upon thirty (30) days’ written notice to the Authorized Lender, for any reason.

5. Termination of the Agreement does not relieve the Authorized Lender from the obligation to pay all fees and charges, including interest, owing to the Department up to and including the termination date.

11. GENERAL PROVISIONS

1. The Agreement and the Pre- Authorized Debit (PAD) Agreement(s), including their respective Schedules, appendices, and amendments, constitute the entire agreement between the parties with respect to the use of Property Online, for the purposes authorized in Section 3 of the Agreement.
2. The Agreement supersedes all previous agreements or understandings between the Minister and the Authorized Lender 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.
3. The Agreement is binding upon the parties and their successors and permitted assigns and will enure to the benefit of such successors and permitted assigns.
4. The Agreement cannot be assigned by the Authorized Lender without the written permission of the Department.
5. Where the context requires, the singular means the plural and the plural means the singular.
6. The Agreement cannot be varied by any verbal representation or agreement between the Authorized Lender and the Department. Any variation of the Agreement must be reduced to writing and signed and agreed by both parties before it has any force and effect.
7. The existence of the Agreement and any amendments are considered to be public information.
8. Any terms and conditions in the Agreement which require their performance by the parties after the expiration or termination of the Agreement shall be and remain in force notwithstanding such expiration or other termination of the Agreement, including but not limited to Articles 5 (Ownership and Restrictions on Use), 7 (Absence of Warranties and Limitation of Liability), 8 (Liability and Indemnification) and 11 (Termination).
9. Should any term or portion of the Agreement be found to be invalid or unenforceable, the remainder shall continue to be valid and enforceable and any invalid provision shall be severable.
10. No waiver of any provision of the Agreement shall be binding on the parties unless consented to in writing. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, a waiver of, or excuse for any different or subsequent or a continuation of the same breach unless expressly stated.
11. The Agreement shall be governed by and interpreted in accordance with the laws of the province of Nova Scotia and the Courts of the Province of Nova Scotia shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

12. **NOTICE**

1. All notices under the Agreement will be in writing and are deemed to have been received:
 - a) 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
 - b) on the fifth (5th) business day after mailing when mailed by prepaid registered or certified mail to the receiving party.

2. The mailing address and contact information for the Department are:

Property Online Administrator

Service Nova Scotia and Municipal Relations

1505 Barrington Street, 14 South Maritime Centre

Halifax, NS B3J 2Y3

Phone: 1-888-639-1905 **for billing/pre-authorized debit inquiries**

Fax number: (902) 424-0639

E-mail: PropertyOnline_BillingEnquiry@gov.ns.ca

Helpline 1-866-518-4640 **for technical and procedural questions**

3. The mailing address and contact information for the Authorized Lender is as shown on the completed Schedule "A" or the most recently amended Schedule "A", which forms parts of the Agreement.

Property Online Authorized Lender Information				
Section A: Authorized Lender Information [*The financial contact person will see a link in POL to access invoices and payment notices/reports]				
Name of Authorized Lender				
*Name of Financial Contact (if different)	First Name	Middle Initial	Last Name	
Date and Signature of Authorized Lender /Contact on behalf of the Authorized Lender Date: _____ Signature: _____				
Email Address (for Financial Contact)				
Mailing Address				
Town/Community		Prov		Postal Code
Phone #		Fax #		

SECTION B: List of Changes to Designated Subsidiaries, Affiliates, Predecessor organizations on behalf of which the Authorized Lender is legally authorized to execute documents.				
	Subsidiaries, Affiliates, Predecessor Organizations	Particulars	New	Existing
1				
2				
3				
4				
5				
6				

SECTION C: Amended Authorized Lender Users [maximum 10]

Complete list of **all employees or agents of the Authorized Lender who are authorized by the Authorized Lender to access Property Online on behalf of the Authorized Lender** in order to :

- a. query land-related information; and
- b. electronically submit for recording, mortgages and releases of mortgage, to which the Authorized Lender is a party, as well as instruments directly related to such mortgages or releases, to the extent permitted under Property Online, from time to time.

Authorized Lender User Information

	First Middle Initial Last Name	Email Address (note if change to existing e-mail)	New	Existing
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Users to be removed from list of authorized users

	First Middle Initial Last Name	Email Address
1		
2		
3		
4		
5		

For SNSMR Only: Client ID: _____ Username & Password email(s) attached

**Appendix 2 - Authorized Lender Pre-Authorized Debit Agreement
for Property Online Fees and Electronic Document Recording Fees
(The "PAD Agreement")**

SECTION A: Information [*The financial contact identified below will see a link in POL to access invoices and payment notices/reports.]

Name of Authorized Lender ("Account Holder")				
*Name of Financial Contact	First Name	Middle Initial	Last Name	
Mailing Address				
Town/Community		Prov	Postal Code	
E-Mail Address (Financial Contact)		Phone	Fax #	

SECTION: B - Financial Information

Automatic Debit for Property Online Monthly Fees

Previously submitted New Change

Void Cheque Attached (Please identify on void cheque that it is for POL monthly fees or attach a letter from the financial institution that outlines banking particulars).

Account Name		Account Number	
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Automatic Debit for Document Recording Fees (If applicable)

Same as above New

Void Cheque Attached (Please identify on void cheque that it is for electronic document recording fees or attach a letter from the financial institution that outlines banking particulars)

Account Name		Account Number	
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Section C - Signatures: I/we acknowledge and agree to the terms and conditions that are attached to and form part of the PAD Agreement.

Authorized Signing Officer	Position Title	Date of Application
Authorized Signing Officer	Position Title	Date of Application

THIS SECTION IS FOR SNSMR ONLY

POL Username:	POL Client ID:
POL User #	SAP Sec B Client #
Property Online Administrator	Date of Agreement

**Authorized Lender Pre-Authorized Debit (PAD) Agreement
for Property Online Monthly Fees and Electronic Document Recording Fees
PAD Agreement Terms and Conditions**

1. The Account Holder acknowledges that the PAD Agreement is being entered into
 - a. solely for business purposes;
 - b. for the benefit of the Account Holder, Service Nova Scotia and Municipal Relations (“SNSMR”) and any financial institution that holds the Pre-Authorized Debit account(s) (“the Institution”);
 - c. in consideration of the Institution agreeing to process Pre-Authorized Debits against the Pre-Authorized Debit account(s) in accordance with the rules of the Canadian Payments Association; and
 - d. for payment of Property Online usage and subscription fees; and
 - e. for payment of fees for recording of documents submitted electronically.
2. The Account Holder warrants and guarantees that all persons whose signatures are required to sign on this account have signed Page 1 of the PAD Agreement .The Account Holder agrees to notify SNSMR in writing in accordance with Section 10 if any of the information on Page 1 of the PAD Agreement changes.
3. The Account Holder authorizes SNSMR to debit the Pre-Authorized Debit account(s) for:
 - a. a monthly invoiced amount for Property Online subscription and usage fees, as well as any fees for dishonoured payments and late payment charges, within thirty (30) days of the invoice date; and
 - b. variable payments of fees for recording of documents submitted electronically, generally within 24 hours of recording the documents.
4. The Account Holder acknowledges that
 - a. Pre-Authorized Debits of varying dollar amounts will be processed by SNSMR in electronic or other format from time to time;
 - b. SNSMR will provide statements setting out the amount of the Pre-Authorized Debits to be taken from the Account Holder’s account(s); and
 - c. these statements may not be received by the Account Holder before the Pre-Authorized Debits are made. The Account Holder waives the requirement for pre-notification of withdrawals in accordance with the Canadian Payment Association rules.
5. The Account Holder acknowledges that notification of amounts withdrawn from the Pre-Authorized Debit accounts will be sent to the email address indicated on the PAD Agreement and posted on the Property Online notification screen associated with the authorized user who has completed the relevant transaction.

6. The Account Holder acknowledges that the PAD Agreement is an authorization to SNSMR and constitutes delivery by the Account Holder to the Pre-Authorized Debit Institution. The Account Holder acknowledges that the Institution is not required to verify that each Pre-Authorized Debit submitted by SNSMR has been issued in accordance with this Agreement, including, but not limited to, the amount, or that the purpose of payment for which the Pre-Authorized Debit was submitted has been fulfilled by SNSMR as a condition of honoring the Pre-Authorized Debit.
7. The Account Holder may cancel this PAD Agreement at any time in accordance with the associated Property Online Authorized Lender Agreement. Such notice must be in writing. Cancellation of the PAD Agreement does not relieve the Account Holder of any obligation to pay all amounts owing to SNSMR under the associated Property Online Lender Agreement by a method of payment that is satisfactory to SNSMR.
8. The Account Holder agrees not to request or arrange the return of payments made under the PAD Agreement for any reason whatsoever, with the exception of the following:
9.
 - a. a Pre-Authorized Debit from the wrong account;
 - b. a Pre-Authorized Debit that was not drawn in accordance with the PAD Agreement;
 - c. a Pre-Authorized Debit processed after the PAD Agreement has been cancelled;
 - d. a Pre-Authorized Debit processed for the wrong amount.
10. In order to be reimbursed for a disputed Pre-Authorized Debit, the Account Holder must deliver a written declaration to the branch of the Institution where the account is held, no later than 10 business days after the date on which the Pre-Authorized Debit in dispute was reported on the Pre-Authorized Debit account statement. The written declaration must set out which of the exceptions under Section 8 applies.
11. The Account Holder may contact SNSMR in relation to the PAD Agreement by e-mail, fax or by ordinary mail to the following contact:

Property Online Administrator

Service Nova Scotia and Municipal Relations

1505 Barrington Street, 14 South Maritime Centre

Halifax, NS B3J 2Y3

Phone: 1-888-639-1905 **for billing/pre-authorized debit inquiries**

Fax number: (902) 424-0639

E-mail: PropertyOnline_BillingEnquiry@gov.ns.ca