

Property Online
AUTHORIZED LAWYER USER AGREEMENT

This Agreement is made in duplicate 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 _____ (hereinafter referred to as “the User”).

This Agreement authorizes the User to query land related information in *Property Online*, the Province of Nova Scotia’s online property information system and to submit such electronic land registration information, applications, requests and directions as available in *Property Online*. The User, by signing this agreement, agrees to be bound by the Terms and Conditions in Schedule B and represents to Service Nova Scotia and Municipal Relations that he/she has:

1. provided full and accurate User Information in Schedule A; and
2. read and understood the Terms and Conditions in Schedule B.

Upon acceptance of this Agreement by Service Nova Scotia and Municipal Relations, this contract (including the User Information in Schedule A and the Terms and Conditions in Schedule B), is binding on the parties.

SIGNED for and on behalf of the Minister by: WITNESSED by:

Name:

Name:

Signature:

Signature:

Title: Property Online Administrator

Title: Property Online Admin Support

Date:

Date:

SIGNED by the User:

WITNESSED by:

Name:

Name:

Signature:

Signature:

Title:

Title:

Date:

Date:

Once you have signed and witnessed this agreement and completed Schedule A, please mail or FAX this signature page and Schedule A of this *Property Online* Agreement to the attention of the **Property Online Administrator**, Land Programs, Service Nova Scotia & Municipal Relations, 1505 Barrington Street, Halifax, NS, B3J 2Y3. Fax number: 1-902-424-0639. **DO NOT SEND OR FAX SCHEDULE B TO THE PROPERTY ONLINE ADMINISTRATOR - it contains standard terms which do not need to be copied or faxed.**

Schedule A

Property Online Authorized Lawyer Account Information (complete all applicable sections)

Section A: Contact Information for Billing and Notification

Full Name	Last Name	First Name	Middle Initial
Company Name			
E-mail			
Mailing Address			
Town/Community		Prov	Postal Code
Phone #		Fax #	

Section B: User Information (if different from above)

Same as above

Last Name:			
First Name:		Middle Initial	
E-mail		Phone #	Fax #
			Date completed NSBS education

Section C: Account Type for Billing Purposes (select one)

- Individual
- Company or Firm
- Government Department/Agency (select one) Provincial Municipal Federal

Section D: Pre-authorized Payment (select one)

- Pre-authorized Payment Agreements are submitted with this agreement for *Property Online* Monthly fee and Electronic Submission amounts.
- Pre-authorized Payment Agreement is submitted with this agreement for *Property Online* Monthly fee only.
- Pre-authorized Payment Agreement for *Property Online* Monthly fee was previously submitted, Pre-Authorized Payment Agreement for Electronic Submission amounts only is submitted with this agreement.
- Pre-authorized Payment Agreements for *Property Online* Monthly fee and Electronic Submission amounts were previously submitted.

THIS SECTION IS FOR SNSMR ONLY

Username:	Client ID:	
General Password:	User #:	
Secret Password:		

Schedule B

Property Online

Authorized Lawyer User Agreement Standard 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 “Service Nova Scotia and Municipal Relations” 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 Service Nova Scotia and Municipal Relations 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 telephoning 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 e-mail the new password(s) 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.
- 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 telephone 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 telephone number is 1-866-518-4640.

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 AND 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.
- i. 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 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**
Land Programs
Service Nova Scotia and Municipal Relations
1505 Barrington Street, 14 South Maritime Centre
Halifax, NS B3J 2Y3 Phone number: 1-866-518-4640
E-mail: propertyonline@gov.ns.ca Fax number: (902) 424-0639

-END OF AGREEMENT-

**Property Online Electronic Submission
Pre-Authorized Debit Agreement**

Section A - Account Holder Information: New Application Change to Existing Cancellation

Name of Authorized Signing Officer(s)				
Name of Financial Contact (if different from above)				
Firm Name				
Mailing Address				
Town/Community		Province	Postal Code	
Email Address		Phone #	Fax #	

Section B - Financial Information:

Void Cheque Attached
 E-Submission Trust Account Name: _____ - In Trust for Service Nova Scotia and Municipal Relations

Account Name		Bank Name		
Account #		Branch Transit #	Bank #	

Section C - Signatures: I/we acknowledge and agree to the terms and conditions that are attached to and form part of this Property Online (POL) Pre-Authorized Debit 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

Mail or fax (this) page 1 of the signed Agreement to:
 Property Online, Attention: Property Online Administrator, Land Programs, SNSMR, 1505 Barrington St., 14 South, Halifax, NS, B3J 2Y3
 Fax: (902) 424-0639; Tel: 1-888-639-1905

Property Online (POL) Electronic Submission Pre-Authorized Debit Agreement
(Terms and Conditions - Clauses (a) to(i))

- a. The account holder acknowledges that this agreement is being entered into
 - (i) solely for business purposes;
 - (ii) 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 (“the Institution”);
 - (iii) in consideration of the Institution agreeing to process Pre-Authorized Debits against the Pre-Authorized Debit accounts in accordance with the rules of the Canadian Payments Association; and
 - (iv) for the purpose of facilitating the electronic submission of documents/information to SNSMR Land Registration Offices.

- b. The account holder warrants and guarantees that all persons whose signatures are required to sign on this account have signed the POL Pre-Authorized Debit Agreement, and that the information set out on page 1 of this Agreement is accurate and complete. The account holder agrees to notify SNSMR in writing c/o: the Property Online Administrator at 1505 Barrington St., 14 South Maritime Centre, P.O. Box 1523, Halifax NS, B3J 2Y3, should any of the information on page 1 of this Agreement change.

- c. The account holder authorizes SNSMR to debit the Pre-Authorized Debit account for:
 - (i) variable amounts for registration and recording fees for documents electronically submitted to the Land Registration Office;
 - (ii) variable amounts for the payment of Municipal Deed Transfer Tax for documents submitted electronically to the Land Registration Office.

- d. The account holder acknowledges that
 - (i) Pre-Authorized Debits of varying dollar amounts will be processed by SNSMR in electronic or other format from time to time;
 - (ii) SNSMR will provide statements setting out the amount of the Pre-Authorized Debits to be taken from the account holder’s account; and
 - (iii) 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.

- e. 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 Pre-Authorized Debit Agreement and posted on the Property Online notification screen associated with the authorized user who has completed the relevant transaction.
- f. The account holder acknowledges that this 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.
- g. The account holder may cancel this Agreement at any time by giving SNSMR 30 days prior notice. Such notice must be in writing. Cancellation of this Agreement does not terminate any Property Online User Agreement entered into by the account holder or relieve the account holder of any obligation to pay all amounts owing to SNSMR by a method of payment that is satisfactory to SNSMR.
- h. The account holder agrees not to request or arrange the return of payments made under this Agreement for any reason whatsoever, with the exception of the following:
 - (i) a Pre-Authorized Debit from the wrong account;
 - (ii) a Pre-Authorized Debit that was not drawn in accordance with this Agreement;
 - (iii) a Pre-Authorized Debit processed after this Agreement has been cancelled;
 - (iv) a Pre-Authorized Debit processed for the wrong amount.
- i. 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 clause (h) applies.

Signatures are on page 1.

-----End of Agreement-----