



# **Schedule A**

## **Terms and Conditions of Agreement**

### **1.0. Municipal Assessment and Tax Roll Data**

The Taxation and Property Records Division of the Department of Finance (herein referred to as the "Division") agrees to provide access to Municipal Assessment and Property Charges (herein referred to as the "Digital Data") online. It is anticipated that assessment files will be updated weekly and tax files are updated monthly; however updates are not guaranteed, and any persons designated to use this application by the municipality (herein referred to as the "User") are advised to refer to the report date to confirm when the last update was completed. The Digital Data consists of relevant records in the Division. The Division accepts no responsibility for errors or omissions.

### **2.0 Registration Process**

Upon the User indicating his/her acceptance of the terms of this agreement by completing and signing the same, the User will receive username and password codes for the purpose of gaining access to the Digital Data.

### **3.0 Ownership**

- 3.1 The Division retains sole ownership of the Digital Data.
- 3.2 The User shall have unlimited, but not exclusive, right to use the Digital Data, and in the case of a corporation, this right shall not extend to affiliates of the User.
- 3.3 The User may not give, lease, sell or otherwise make the Digital Data available to any other person in any form without negotiating a licensing agreement with the Division.
- 3.4 The User is the sole recipient of username and password codes which provide access to the account. The User is responsible for the security of the account, and may only provide account username and passwords to designated employees of the municipality outlined in Section B of this agreement.

### **4.0 Limited Warranty**

- 4.1 While care has been taken to ensure the best possible quality, the Digital Data may not be free from error or omission.
- 4.2 The Division is not responsible for any loss or damage attributable in any way to the use of the Digital Data provided.
- 4.3 Interpretation of the Digital Data, whether orally, electronically or provided in any other manner, is not warranted by the Division. The Division is not responsible for the failure to achieve results desired by the User; corruption or loss of data or software of the User; misinterpretation of the Digital Data or any consequence or subsequent loss or damage alleged by the User to be attributable to the provision of the Digital Data.

### **5.0 Termination of Agreement**

- 5.1 The User may terminate this agreement by giving notice in writing to the director of the Division two weeks prior to termination date.
- 5.2 The Division may terminate the agreement upon written notice if the User breaches this agreement and fails to correct the breach to the Division's satisfaction within 30 days following the mailing of notice specifying the breach.
- 5.3 The User acknowledges and agrees that the Division shall have the right to revoke the username and password of any User who, in the opinion of the Director, is determined to be in violation of this agreement.

### **6.0 Entire Agreement**

- 6.1 This agreement is the entire agreement between the parties and supersedes all previous agreements, arrangements or understandings between the User and the Division hereto whether written or oral, in connection with or incidental to the Digital Data.

### **7.0 Law of Contract**

- 7.1 This agreement shall be governed by and construed in accordance with the laws of the Province of Prince Edward Island and the laws of Canada applicable in the Province of Prince Edward Island.
- 7.2 Taxation and Property Records will immediately suspend the account if the User breaches this agreement. At such time, Taxation and Property Records will provide written notice specifying the breach. The account will be reactivated if the User can correct the breach to the satisfaction of Taxation and Property Records.