

BC CARBON REGISTRY TERMS AND CONDITIONS

RECITALS

- A. The BC Carbon Registry (the “**Registry**”) is established under the *Greenhouse Gas Industrial Reporting and Control Act* (the “**Act**”) and the BC Carbon Registry Regulation (the “**Regulation**”).
- B. The Regulation enables the Minister to establish the terms and conditions upon which a person may hold accounts in the Registry and use the Registry.
- C. The Account Holder wishes to hold an Account on the Registry in accordance with the Act, the Regulation and these Terms and Conditions, as amended from time to time.

DEFINITIONS

1. Capitalized terms in these Terms and Conditions have the meaning below:
 - (a) “**Account**” means an account in the Registry held by the Account Holder;
 - (b) “**Account Holder**” means the holder of an Account in the Registry;
 - (c) “**Account Representative**” means the Primary Account Representative or the Secondary Account Representative;
 - (d) “**Compliance Unit**” means a compliance unit as defined in the Act;
 - (e) “**Director**” means the director as defined in the Act;
 - (f) “**FOIPPA**” means the *Freedom of Information and Protection of Privacy Act*;
 - (g) “**Minister**” means the Minister of Energy and Climate Solutions;
 - (h) “**Personal Information**” means personal information as defined in FOIPPA;
 - (i) “**Primary Account Representative**” means a primary account representative as defined in the Regulation;
 - (j) “**Province**” means the Province of British Columbia. For the purpose of these Terms and Conditions the Province is represented by the Registry Administrator;
 - (k) “**Registry Administrator**” means the registry administrator as defined in the Act;
 - (l) “**Registry Information Website**” means the main information source about the Registry that is hosted by the Province;
 - (m) “**Registry Service Provider**” means the Province’s contractor responsible for providing specified services to support the function and operation of the Registry;
 - (n) “**Secondary Account Representative**” means a secondary account representative as defined in the Regulation;
 - (o) “**Terms and Conditions**” means these Terms and Conditions, as amended from time to time.

Capitalized terms not defined above or otherwise defined within these Terms and Conditions shall have the same meaning as in the Act or Regulation.

GENERAL TERMS OF USE

2. The Account Holder agrees that it will only use the Registry, and cause its Account

Representatives to only use the Registry, in accordance with

- (a) these Terms and Conditions; and
 - (b) any further terms, conditions, obligations and requirements contained in the Act and Regulation or any other applicable laws.
3. These Terms and Conditions commence on the date on which the Account Holder declares that it has read and accepted the Terms and Conditions. These Terms and Conditions shall continue in effect until terminated in accordance with these Terms and Conditions.
 4. The Minister may modify these Terms and Conditions from time to time at the Minister's discretion. The Director will provide the Account Holder with reasonable notice of any such modifications. The notification will be issued at least 60 days before the effective date of the modifications.
 5. These Terms and Conditions apply notwithstanding the appearance or availability of the Terms and Conditions in the Registry or on the Registry Information Website.
 6. Where there is a conflict between these Terms and Conditions and the Act and/or Regulation, the Act and/or Regulation shall prevail.

PROVINCE'S RIGHTS AND RESPONSIBILITIES

7. The Province has the right to engage affiliates, suppliers or subcontractors in the provision of the Registry and may change the Registry Service Provider, software or any other aspect of the Registry.
8. The Province reserves the right to change the functionality in the Registry at any time.
9. The Director or Registry Administrator may suspend or cancel the participation of the Account Holder or Account Representative in the Registry in accordance with the Regulation. While participation in the Registry is suspended or cancelled, the Account Holder will have no right to access the Registry except as expressly provided by the Regulation.
10. The Province, or Registry Service Provider does not endorse, and is not liable for any systems, services, or documentation used to market, trade or support financial transactions related to the transfer of Compliance Units.

ACCOUNT HOLDER RIGHTS AND RESPONSIBILITIES

11. The following rights and responsibilities of the Account Holder are in addition to, and do not in any way limit, rights and responsibilities and conditions of holding an Account listed under the Act and Regulation:

- (a) The Account Holder acknowledges and agrees that the responsibilities, requirements and covenants of the Account Holder also apply to any Account Representative(s) of the Account Holder, and it is the sole responsibility of the Account Holder to ensure that Account Representative(s) comply with these Terms and Conditions and all relevant laws. The Account Holder agrees, without limiting the Province's other rights and remedies that it is responsible and liable for the Account Representative(s)' access to, and use of, the Registry, including any negligent acts or omissions or breach of any of these Terms and Conditions.
 - (b) The Account Holder agrees that selecting a Validation or Verification Body in the Registry in respect of a given project will provide access to the Validation or Verification Body to upload and submit documents using the Account Holder's Uploading Account for the Director's review. Validation Body authority is limited to uploading and submitting to the Director documents required by the Act and Regulation for acceptance of an emission offset project. Verification Body authority is limited to uploading and submitting to the Director documents required for issuance of Compliance Units.
 - (c) The Account Holder acknowledges that selecting a Validation and/or Verification Body in the Registry has no bearing on the authority or approval required to provide validation or verification services under the Act and Regulation.
12. An Account Holder may not do any of the following in connection with the use of the Registry, unless applicable laws or regulations prohibit these restrictions:
- (a) publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Registry, except for temporary files that are automatically cached by Account Holder web browser for display purposes, as otherwise expressly permitted in these Terms and Conditions, or as required to comply with the Act and Regulation;
 - (b) duplicate, decompile, reverse engineer, disassemble or decode the Registry (including any underlying idea or algorithm), or attempt to do any of the same;
 - (c) use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Registry;
 - (d) use [cheats], automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Registry;
 - (e) exploit the Registry for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation;
 - (f) access or use the Registry in any manner that could disable, overburden, damage, disrupt or impair the Registry or interfere with any other party's access to or use of the Registry or use any device, software or routine that causes the same;

- (g) attempt to gain unauthorized access to, interfere with, damage or disrupt the Registry, accounts registered to other Account Holders or the computer systems or networks connected to the Registry;
- (h) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Registry;
- (i) use any robot, spider, crawlers, scraper, or other automatic device, process, software or queries that intercepts, “mines,” scrapes, extracts, or otherwise accesses the Registry to monitor, extract, copy or collect information or data from or through the Registry, or engage in any manual process to do the same;
- (j) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
- (k) submit, transmit, display, perform, post or store any content that is unlawful, defamatory, obscene, excessively violent, pornographic, invasive of privacy or publicity rights, harassing, abusive, hateful, or cruel, or otherwise use the Registry in a manner that is obscene, excessively violent, harassing, hateful, cruel, abusive, pornographic, inciting, organizing, promoting or facilitating violence or criminal activities; or
- (l) use the Registry or the content thereon to develop, support, create or provide a competing product to the Registry.

PRIVACY AND CONFIDENTIALITY

13. The Province may publish information that it is authorized or required to publish under the Act or Regulation. The Account Holder assumes full responsibility for ensuring that the information posted on the Registry does not contain any Personal Information.
14. The Account Holder consents to the Province publishing information about which Compliance Units are held within an Account.

WARRANTIES, REPRESENTATIONS AND COVENANTS

15. The Account Holder warrants, represents and covenants that:
 - (a) it has acted in compliance with the requirements in the Act and Regulation and all other relevant laws relating to the Compliance Units and the use of the Registry and will continue to do so;
 - (b) it has the power and authority to enter into and perform these Terms and Conditions and has obtained all necessary approvals to do so;
 - (c) it owns the copyright in or has a license to the copyright in any and all materials or information that it uploads to the Registry, such license being sufficient to allow it to grant third parties the right to publish any such information or materials;
 - (d) it understands and acknowledges that any and all materials or information provided to the Province by way of being uploaded to an Account may be published by the Province or the Registry Service Provider in accordance with the Act and Regulation;
 - (e) any information provided to the Province or Registry Service Provider by the Account

Holder, or any third party on behalf of the Account Holder, is current, true, accurate and complies with the Act, Regulation and these Terms and Conditions, and the Account Holder will inform the Province in writing as soon as the Account Holder becomes aware of any changes to that information;

- (f) it will not use the Registry in a manner that infringes on any third party;
- (g) the Account Holder will notify the Province of any impending insolvency or bankruptcy;
- (h) where the Account Holder provides information to the Province electronically or otherwise interacts with the Registry, the Account Holder warrants that in doing so, it will not take actions that can reasonably be anticipated to interfere with or disrupt the operation of the Registry (or its underlying software);
- (i) it is responsible for obtaining and properly using any computer equipment, software and communications services necessary to use the Registry and it is solely responsible for any damage to computer systems or loss of data that may result from the Account Holder's access to the Registry;
- (j) it will maintain the security of, and is responsible for keeping confidential an Account username(s) and password(s). The Account Holder must immediately notify the Province in writing if it believes the confidentiality of the username(s) and password(s) is or has been compromised;
- (k) the Account Holder, its directors, officers, or affiliates are not the subject of any economic sanctions or export control measures administered by any applicable sanctions or export control authority.

LIMITATIONS AND INDEMNITY

16. The Account Holder must indemnify and save harmless the Province, the Province's employees and agents and Registry Administrator from any loss, claim, damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents or the Registry Administrator may sustain, incur, suffer or be put to at any time, either before or after these Terms & Conditions end, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
 - (a) any representation or warranty of the Account Holder being or becoming untrue or incorrect; or
 - (b) any act or omission by the Account Holder or by any of the Account Holder's agents, employees, officers or directors in connection with the Account Holder's use of the Registry.
17. The Province does not warrant that the Registry software is free of errors. The Province is not responsible for the content, availability or reliability of websites that are linked to the Registry.
18. The Province shall not in any way be liable to the Account Holder for any inaccuracies, errors or omissions in materials and information received in the course of providing the services, or for any damages (whether direct or indirect) resulting therefrom.

19. The Province shall not be liable for any indirect, consequential, special or incidental damages arising out of these Terms & Conditions or the use of or inability to use the Registry, even if the Account Holder has been advised of the possibility of such damages.
20. The Account Holder acknowledges that the Registry Service Provider:
 - (a) does not warrant that the Registry software is free of errors;
 - (b) is not responsible for the content, availability or reliability of websites that are linked to the Registry and which are not controlled by the Registry Service Provider;
 - (c) is not in any way liable to the Account Holder for any inaccuracies, errors or omissions in materials and information received from Account Holders in the course of providing the services, or for any damages (whether direct or indirect) resulting therefrom; and
 - (d) is not liable for any indirect, consequential, special or incidental damages arising out of these Terms & Conditions or the use of or inability to use the Registry, even if the Account Holder has been advised of the possibility of such damages.

FEES AND CHARGES

21. The Province reserves the right to charge fees for use of the Registry.

INTELLECTUAL PROPERTY

22. Reproduction of part or all of the contents of the BC Carbon Registry is prohibited other than for individual use only and may not be copied or shared with third parties.
23. The Registry, including its “look and feel” (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. The Account Holder agrees that the Province, Registry Service Provider or its licensors own all right, title and interest in and to the Registry (including any and all intellectual property rights therein) and the Account Holder agrees not to take any action(s) inconsistent with such ownership interests.
24. The Account Holder acknowledges that the Province is and shall remain the sole owner of all data embodied in the Registry and the selection, arrangement, and compilation of such data.
25. The Account Holder acknowledges that data in the Registry, including any data submitted by the Account Holder, may only be corrected, altered, removed, deleted or otherwise modified in accordance with the Registry’s rules and procedures or as required by law.

TERMINATION

26. An Account may be closed by the Director or Registry Administrator in accordance with the Regulation.

27. If an Account is closed, any provision of these Terms and Conditions which contemplates performance or observance subsequent to any closure will survive such closure and continue in full force and effect.

MISCELLANEOUS

Availability

28. Notwithstanding anything contained in these Terms and Conditions, the Account Holder acknowledges that data exchanged electronically and stored on the Registry may be intercepted or captured. The Province agrees to use commercially reasonable efforts to ensure the confidentiality of such data where applicable, but assumes no responsibility for the unauthorized interception or capture of any communications or documentation. Similarly, the Account Holder acknowledges that access to internet services is not always reliable and that the website and Registry may not be accessible at all times. The Account Holder acknowledges that the Registry may be unavailable during shut downs for maintenance.

Severability

29. If any provision in or any part of these Terms and Conditions shall be found to be illegal or unenforceable under any enactment or rule of law then that provision or part shall to that extent be deemed not to form part of these Terms and Conditions and the remaining provisions shall continue in full force and effect.

Assignment

30. The Account Holder may not attempt to assign or novate its rights or obligations under these Terms and Conditions without the written consent of the Province, such consent not to be unreasonably withheld. No assignment shall be permitted that is inconsistent with the requirements of the Act.

Notice of Contravention

31. The Account Holder must promptly notify the Province in the event that the Account Holder becomes aware of a contravention or anticipated contravention of these Terms and Conditions and the steps it proposes to take in order to address or prevent such contravention.

Third Parties

32. No third party shall have any right to enforce any terms of these Terms and Conditions.

Waiver

33. No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or

binding on the party granting that waiver unless made in writing.

Governing Law

34. These Terms and Conditions are governed by the laws of British Columbia.