

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 Greenhouse Gas Emission Control Regulation (the “Regulation”).
- B. The Regulation enables the Minister to establish the terms and conditions upon which a person may hold a Registry Account on the Registry.
- C. The Account Holder wishes to hold a Registry 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 a Registry Account and/or an Uploading Account.
 - (b) **Account Holder:** The holder of an Account in the Registry.
 - (c) **Account Representative:** The Primary Account Representative and/or the Secondary Account Representative(s).
 - (d) **BC Carbon Registry Service Provider:** A contractor to the Province responsible for providing specified services to support the function and/or operation of the Registry.
 - (e) **BC Carbon Registry Administrator:** Registry Administrator as defined in the Act.
 - (f) **FOIPPA:** means the *Freedom of Information and Protection of Privacy Act*
 - (g) **Personal Information:** As defined in FOIPPA.
 - (h) **Province:** The Province of British Columbia. For the purpose of these Terms and Conditions the Province is represented by the BC Carbon Registry Administrator.
 - (i) **Registry Account:** Means an account as defined in the Act.
 - (j) **Registry Information Website:** The main information source about the registry; hosted by the Province.
 - (k) **Terms and Conditions:** This document.
 - (l) **Uploading Account:** Means an account for the purposes of uploading plans, reports, and other documentation prior to acceptance, validation or verification under the Act or Regulation.

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;
 - (b) any further terms, conditions, obligations and requirements contained in the Act and Regulation or any other relevant laws; and
 - (c) all other applicable guidance documents or templates published on the Registry Information Website as amended or otherwise changed from time to time.
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 Province may modify these Terms and Conditions from time to time at the Province's discretion. Any such modification takes effect at the time specified by the Province and without the Account Holder's prior consent.
5. It is the Account Holder's responsibility to check the Registry Information Website from time to time in relation to possible modifications to the Terms and Conditions and the Account Holder is deemed to have accepted and is required to comply with the modified Terms and Conditions.
6. Where a modification to the Terms and Conditions is considered by the Province to be material, the Province will, as soon as reasonably practicable, notify the Account Holder of such modifications by placing a notice to this effect on the Registry Information Website, by emailing the Account Holder, or by such other means as the Province may determine. However, absence of such notice shall not relieve the Account Holder from the obligation to comply with the modified Terms and Conditions as required in section 5 above.
7. These Terms and Conditions apply notwithstanding the appearance or availability of BC Carbon Registry Service Provider terms and conditions on the Registry or Registry Information Website.
8. Notwithstanding that submission of application for an Account is for both a Registry Account and an Uploading Account, the Registry Account is deemed not to be effective until such time as the Account Holder qualifies as an operator of a regulated operation or a project proponent of an accepted emission offset project under the Act and Regulation.
9. 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

10. The Province has the right to engage affiliates, suppliers or subcontractors in the provision of the Registry and may change BC Carbon Registry Service Provider, software or any other aspect of the Registry.
11. The Province reserves the right to change the limits on the Account Holder's activity and / or functionality in the Registry at any time.

12. The Province may cancel or suspend the Account Holder's access to the Registry or the Account Holder's Account(s) as per the provisions of the Act and Regulation. While an Account Holder's access to the Registry and/or Account(s) is suspended, the Account Holder will have no right to access the Registry and/or the Account Holder's Account(s) or ability to deal with any Compliance Units except as expressly provided by the Regulation.
13. The Province 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

14. 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 a Registry 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.

PRIVACY AND CONFIDENTIALITY

15. If the Account Holder agrees to these terms and conditions, each Account Representative will be required to submit electronic copies of government issued identification for the purpose of verifying the identity of the Account Representative. This information may be submitted either directly to the BC Carbon Registry Administrator or, with the consent of the Account Representative, to the BC Carbon Registry Administrator through the BC Carbon Registry Service Provider. Where the information is submitted through the BC Carbon Registry Service Provider it may be stored and accessed outside of Canada. The Account Representative's notice of consent will inform the Account Representative of storage and potential access outside of Canada.
16. The Province may publicly post 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.

WARRANTIES, REPRESENTATIONS AND COVENANTS

17. 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) 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;
 - (d) it will not use the Registry in a manner that infringes on any third party;
 - (e) the Account Holder will notify the Province of any impending insolvency or bankruptcy;
 - (f) 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);
 - (g) 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;
 - (h) it will maintain the security of, and is responsible for keeping confidential the 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.

LIMITATIONS AND INDEMNITY

18. The Account Holder must indemnify and save harmless the Province, the Province's employees and agents and BC Carbon 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 BC Carbon 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.
19. The Province does not warrant that the Registry software is free of errors. The Province and the BC Carbon Registry Service Provider are not responsible for the content, availability or reliability of websites that are linked to the Registry.
20. 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.
21. 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.
22. The Account Holder acknowledges that the BC Carbon 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 BC Carbon 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

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

INTELLECTUAL PROPERTY

24. 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.

TERMINATION

25. The Account Holder's Registry Account may be cancelled by the Province in accordance with the Act and Regulation.
26. Provided that the Account Holder holds no Compliance Units on the Registry and is not otherwise required to maintain a Registry Account under the Act or Regulation, the Account Holder may terminate these Terms and Conditions by providing 15 calendar days written notice to the Province.
27. If these Terms and Conditions are terminated or cancelled, any provision which contemplates performance or observance subsequent to any termination, cancellation or expiration of these Terms and Conditions will survive such termination, cancellation or expiration 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 or as a result of a Force Majeure.

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.