

API Agreement

THIS API AGREEMENT is made the ____ day of _____, ____ [DATE]

BETWEEN: _____ [LEGAL NAME OF API USER], with
an office at _____ [ADDRESS]
("You") OF THE FIRST PART

AND:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA**, represented by the Minister of Citizens' Services
(the "Province") OF THE SECOND PART

WHEREAS,

- A. The BC Registries and Online Services Application Programming Interface Service (the "API") allows organizations to perform Transactions and to query and access data from various BC Registry databases ("the Data"), in machine readable format for commercial redistribution purposes.
- B. The API is available for Premium Subscribers who have agreed to the BC Registry Terms.
- C. You are a Premium Subscriber and wish to use the API; and
- D. You and the Province wish as a result to enter into this Agreement to enable you to do so on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the parties agree as follows:

- 1. In order to use the API, the Province will first issue you an API key and access to the API interface of a test environment that will allow a limited number of API requests with test data. Upon request, the Province will issue you an API key to the production API that will allow you to access the Data for the purpose of making Transactions.

Intellectual Property Rights

- 2. You acknowledge and agree that the Province is the sole owner of all right, title and interest in and to the APIs, and the Data. Except as expressly permitted in

this Agreement, you may not use, reproduce, modify or distribute, or allow any other person to use, reproduce, modify or distribute, any part of the API or the Data in any form whatsoever without the prior written consent of the Province.

3. The Province grants to you a revocable, non-exclusive, non-transferable, non-sublicensable, limited license to use the API for the commercial purposes of performing Transactions and to use, reproduce and redistribute the Data to End Users (the "License").
4. The License allows you to access, use and receive the Data through the API and to transmit, use and display the Data to End Users to enable End Users to use and reproduce the Data for non-commercial purposes.
5. You must:
 - a) use your best efforts to ensure that any third party to whom you supply the Data (the "End User") complies with the license and restrictions on use of the Data as set out in this Agreement; and
 - b) include in any agreement that you have with an End User for use of the Data terms consistent with the applicable terms of this Agreement, including, without limitation, a restriction on further commercial reproduction of the Data and the right for the Province to directly enforce such obligations.

Restrictions

6. You agree that the License does not allow and you will not misuse the API or the Data in any manner, including, without limitation, to:
 - a) change, modify or otherwise alter the API or the Data in any manner or modify their link structure;
 - b) reverse engineer, decompile or otherwise attempt to extract the source code of the API or any part thereof, unless doing so is expressly permitted or required by applicable laws;
 - c) allow direct or indirect access to the stand-alone API or resell, sublicense or redistribute all or any part of the API to any third party;
 - d) access or collect Data in a way that deviates from the scope of normal use, using scraping, crawling (crawler, robot, spider or other program) or similar methods;
 - e) use the APIs or the Data in connection with any activities or in any manner that could lead to death, personal injury, property damage or environmental damage;
 - f) use the API or the Data to send unsolicited or unauthorized advertising, junk mail or spam;
 - g) harvest, collect or gather information or data regarding individuals without their consent;
 - h) use the API to engage in any illegal or offensive behaviour;

- i) use the API or the Data for any purpose except as set out in this Agreement; or
- j) use the APIs or the Data in a way that impacts the stability of the API servers, impacts the use of the APIs by others, or to interfere or disrupt products or services provided by the Province.

Your Obligations

- 7. You must:
 - a) have the correct hardware and software configuration which is required for the API and assume full responsibility for system testing to ensure the valid operation of the AP; and
 - b) report any failures, faults or errors in respect of the Data to the Province.

End User Verification

- 8. You must take all measures as may be reasonably necessary to verify and record the identity of End Users, including checking government issued identification, and agree to provide that information to the Province upon request.

Security

- 9. You must:
 - a) ensure that no third party gains access to and/or uses the API and that no other interference with the API occurs due to your use;
 - b) effect and maintain security measures to prevent unauthorized use;
 - c) notify the Province immediately if you become aware of unauthorized use and, at your costs take any action which is necessary or which the Province may require to prevent any further unauthorized use occurring; and
 - d) advise the Province of any unauthorized disclosure of your API key.

Service Availability

- 10. The API will be available except during downtime for related services and outages, either scheduled or unscheduled.
- 11. The Province will monitor the API during standard business hours Monday to Friday (8:30 AM to 16:30 PM) Pacific Standard time.
- 12. The Province will use commercially reasonable efforts to publish notifications of issues that may impact the services, including planned outages and release management.

13. The Province reserves the right to make changes to the API at any time. The Province will publish notifications of the change and update any documentation related to the change.

Use of API

14. The API is provided to you by the Province for the sole purpose of allowing you to query and access the Data.
15. The Province may, without notice, impose and or adjust limits on your access or use of the API in order to, without limitation, maintain the stability of the Province's servers and the behavior of other applications using the API.
16. If you fail to comply with any of the provisions in this Agreement, the Province may, at its option, elect to do any one or more of the following by written notice to you:
 - a) require you to remedy your breach in the timeframe specified in the notice;
 - b) block or suspend or your access to the API; or
 - c) end your access to the API by terminating this agreement with immediate effect or on a future date specified in the notice, subject to the expiration of the timeframe specified under section 16(a).

Fees

17. In addition to other Fees that may be payable, you agree to pay \$1.50 per Transaction facilitated using the API.

Limitation of Liability and Indemnity

18. In addition to agreeing to the indemnity set out in Article 12 of the BC Registry Terms:
 - a) you agree that under no circumstances will the Province or any of its respective servants, employees or agents be liable to any person or entity for any direct, indirect, special, incidental, consequential, or other damages based on: (a) use of API service (b) any use by you of the Data provided through this service; or (c) any failure by you to abide by this Agreement; and
 - b) you agree to indemnify, defend and hold harmless the Province and all of its respective servants, employees and agents from and against all claims, demands, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable legal fees) arising from: (a) your use of the API; (b) your use, or your End User's use of the Data; (c) your violation of any provision of this Agreement; (d) your violation of any third

party right, including without limitation any claims or action based on infringement or violation of intellectual property rights, libel or slander or other defamation, rights of privacy or rights of publicity; and (e) any claim that your use of this service or the Data, or your End User's use of the Data provided through this service caused damage to yourselves or any third party.

General Disclaimer

19. The API is provided to you "as is" and "as available" and the Province excludes all representations, warranties, obligations and liability, whether express or implied, to the maximum extent permitted by law.
20. You are solely responsible for your use of the API. The Province will not be liable for any direct, indirect, special, incidental, consequential, or other loss, injury or damage caused by its use or otherwise arising in connection with the API, even if specifically advised of the possibility of such loss, injury or damage.

Term and Termination

21. This agreement will continue:
 - a) until terminated under section 16 or section 22 or
 - b) unless the BC Registry Terms expires or is terminated in accordance with its terms, in which case this Agreement will automatically terminate.
22. Notwithstanding any other provision of this Agreement, either party may terminate this agreement for any reason by giving at least 10 days' written notice to the other party.
23. Immediately following the termination of this Agreement, the License granted under or pursuant to this agreement will be revoked and you will not be authorized to use the API.

Notice

24. Any notice, other document or payment that either party may be required or may desire to give to the other will be conclusively deemed validly given to and received by the addressee, if delivered personally on the date of delivery or if mailed, on the third business day after the mailing of the same in British Columbia by prepaid post addressed

if to the Province:

in person:

200-940 Blanshard Street
Victoria BC

V8W 3E6

by mail:

PO Box 9331
Stn Prov Govt
Victoria BC V8W 9V3

and, if to You:

[API USER'S ADDRESS]

25. Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for the purposes of section 24, be conclusively deemed to be the address of the party giving such notice.

Non-Waiver

26. No provision of this Agreement and no breach by either party of any such provision will be considered to have been waived unless such waiver is in writing by the other party.
27. The written waiver by a party of any breach of any provision of this Agreement will not be deemed a waiver of such provision itself or of any subsequent breach by the other party of the same or any other provision of this Agreement.

Dispute Resolution

28. Any dispute under this Agreement will be resolved in accordance with the dispute resolution provisions in the BC Registry Terms.

Additional Terms

29. Capitalized terms in this Agreement that are not defined will have the meaning set out in the BC Registry Terms.
30. Any alteration or amendment to the terms and conditions of this Agreement must be in writing and duly executed by both parties.
31. You are an independent contractor and not the servant, employee, partner or agent of the Province. No partnership, joint venture or agency will be created or

will be deemed to be created by this Agreement or any action of the parties under this Agreement.

32. This Agreement will be for the benefit of and be binding upon the successors and permitted assigns of each of the parties.
33. You may not assign your rights under this Agreement without the prior written consent of the Province.
34. Time will be of the essence in this Agreement.
35. The headings appearing in this Agreement are inserted for ease of reference only and have no effect on the construction or interpretation of this Agreement.
36. All provisions of this Agreement in favour of either party and all rights and remedies of either party, at law or in equity, will survive the expiration or sooner termination of this Agreement.
37. If any term or provision of this Agreement is invalid, illegal or unenforceable, it will be severable and all other terms and provisions of this Agreement shall nonetheless remain in full force and effect.
38. Unless otherwise specified in this Agreement, all references to money are in Canadian dollars.
39. Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.
40. In this Agreement, the singular shall also imply the plural, and vice versa, as the context requires.

[THIS SPACE INTENTIONALLY BLANK]

41. This Agreement may be executed in one or more counterparts, which may be delivered by email with the executed counterpart attached in PDF format. Each counterpart when so executed and delivered will be deemed an original, and all such counterparts will together constitute one and the same document.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

SIGNED on behalf of His Majesty the)
King in Right of the Province of British)
Columbia by a duly authorized)
representative of the Minister of)
Citizens' Services)
)
)
)
)

For the Minister of Citizens'
Services

[LEGAL NAME OF API USER]

by its authorized signatory:

By: _____