

TERMS OF USE

Version 2, January 13, 2025

These Terms of Use are an agreement between you and the Law Society of British Columbia, and govern your use of the Lawyer Credential. By indicating that you agree to these Terms of Use, and in consideration of the Law Society of British Columbia issuing the Lawyer Credential to you, you agree to the following:

1. Definitions

In these Terms of Use, the following terms have the following meanings:

“Device” means any electronic device such as a computer or smart phone on which you have downloaded a Wallet

“Lawyer Credential” means the verifiable credential issued to you to enable you to prove your identity and to digitally provide your name and practicing status to Verifiers.

“Verifiers” means third parties to which you present your Lawyer Credential for the purpose of allowing those third parties to verify your identity.

“Wallet” means software, such as the BC Wallet mobile device app, that you can use to receive, store and present digital credentials such as your Lawyer Credential.

2. Ability to Accept Terms of Use

To accept these Terms of Use and have the Lawyer Credential issued to your Wallet, you must be a practising lawyer in British Columbia.

3. Creation and Issuance of Lawyer Credential

The Law Society of British Columbia may: (a) use information provided by you to the Law Society to create the Lawyer Credential; and (b) issue the Lawyer Credential to your Wallet.

4. Presentation of Lawyer Credential

You are solely responsible for deciding to which Verifiers you present the Lawyer Credential and what information to share with Verifiers. Verifiers will be able to confirm independently whether the Lawyer Credential is valid or has been revoked, although Verifiers will not be able to see the reason the Lawyer Credential was revoked.

5. Acceptable Use

You are solely responsible for all use of the Lawyer Credential. You must not:

- (a) allow any other individual or entity to use your Lawyer Credential;
- (b) attempt to add the Lawyer Credential to anyone’s Wallet except your own;

- (c) attempt to add the Lawyer Credential to a Wallet that has not been approved by the Law Society of British Columbia for such use;
- (d) use the Lawyer Credential for any unlawful or inappropriate purpose;
- (e) tamper with the Lawyer Credential; or
- (f) attempt to circumvent or subvert any security measure associated with the Lawyer Credential.

6. Wallet and Device Protection

You are responsible for the security of any Wallet that you use in connection with the Lawyer Credential and of the device or service that holds the Wallet, including without limitation for using appropriate device protection and for keeping your device protection confidential, as well as for using appropriate security protections in connection with your device.

7. Ownership and Licence

The Lawyer Credential is owned by the Law Society of British Columbia. Subject to your compliance with these Terms of Use, the Law Society of British Columbia grants you a non-exclusive, revocable, limited licence to access and use the Lawyer Credential for the purpose of allowing Verifiers with whom you choose to share the Lawyer Credential to verify your identity and status as a member of the Law Society of British Columbia.

8. Revocation of Lawyer Credential

The Law Society of British Columbia may at any time, in its sole discretion, revoke the Lawyer Credential issued to you. After revoking a Lawyer Credential the Law Society of British Columbia may, in its sole discretion, offer you a new Lawyer Credential. If the Law Society of British Columbia revokes your Lawyer Credential and does not issue you a new one, then the revoked Lawyer Credential will remain in your Wallet until and unless you delete it. It is your sole responsibility to determine whether a Verifier will accept a revoked Lawyer Credential.

9. Termination

These Terms of Use and your licence to access and use the Lawyer Credential will terminate automatically if: (a) you fail to comply with any provision of these Terms of Use, in which case you must immediately delete the Lawyer Credential from your Wallet; or (b) you choose to delete the Lawyer Credential from your Wallet for any reason.

10. No Warranty

The Lawyer Credential is provided to you “as is”, and the Law Society of British Columbia does not represent or warrant that:

- (a) the Lawyer Credential will be available;
- (b) your use of the Lawyer Credential will be timely, uninterrupted or error free;
- (c) any errors in the Lawyer Credential will be corrected; or

(d) the Lawyer Credential will meet your expectations and requirements.

11. Limitation of Liability

To the maximum extent permitted by applicable law, the Law Society of British Columbia is not liable to you, to any other individual or to any entity for any direct, indirect, special, incidental, consequential or other loss, claim, injury or damage, whether foreseeable or unforeseeable arising out of or in any way connected with your use of the Lawyer Credential and whether based on contract, tort, strict liability or any other legal theory.

12. Indemnity

You agree to indemnify, defend and hold harmless the Law Society of British Columbia and the Law Society of British Columbia's employees from and against all claims, demands, obligations, losses, liabilities, costs or debts, and expenses (including but not limited to reasonable legal fees) arising from: (a) your improper retention or improper use of the Lawyer Credential; or (b) your violation of any provision of these Terms of Use.

13. Changes to Terms of Use

The Law Society of British Columbia may at any time, in its sole discretion, make changes to these Terms of Use. When changes are made, the Law Society of British Columbia will send a notification to your Wallet and to your email address, if you have provided one, informing you that changes have been made to the Terms of Use. You are solely responsible for ensuring that you have not disabled the "messages" function in your Wallet. The Law Society of British Columbia is not responsible for your failure to receive any notification sent to your Wallet or email address, and regardless of whether you receive such notification your continued use of the Lawyer Credential will constitute your unconditional acceptance of any changes to these Terms of Use.

14. Law Society of British Columbia Contact Information

If you have questions about your Lawyer Credential, contact the Law Society of British Columbia at 845 Cambie Street, Vancouver, BC V6B 4Z9. Telephone: 604.669.2533. Toll-free: 1.800.903.5300

15. General

These Terms of Use are the entire agreement between you and the Law Society of British Columbia with respect to the Lawyer Credential. Sections 7, 10, 11, 12 and 15, and any other sections of these Terms of Use which, by their terms or nature, are intended to survive termination, will survive any termination of these Terms of Use. These Terms of Use will be governed by and construed in accordance with the laws of the Law Society of British Columbia and the applicable laws of Canada.