

## **Terms of Use for Submitting a New or Renewal Security Worker Licence or Permit Application Online, including Related Prescribed Checks**

In these Terms of Use, "you" or "your" includes the individual using or accessing the Electronic Security Services Portal (the "Site") on their own behalf to submit a new or renewal online application for a security worker licence, armoured vehicle permit, or body armour permit. Your new or renewal licence or permit application includes authorizations for the British Columbia Registrar of Security Services (Registrar) to carry out a criminal record check, police information check and a correctional service information check on you (Prescribed Checks). These Terms of Use apply to the online application process, including your request to submit to Prescribed Checks administered by the Registrar. You will be directed to a separate page for specific consent language as it relates to the conduct of Prescribed Checks.

These Terms of Use are an agreement between you and His Majesty the King in Right of the Province of British Columbia, represented by the Minister of Public Safety and Solicitor General (the "Province") and they govern your use of the Site and, where applicable, any associated service ("Associated Service" and, together with the Site, the "Services"). By clicking the box to indicate that you accept these Terms of Use, and in consideration of your use of the Services, you agree, to the terms and conditions set out below.

Your failure to abide by these Terms of Use may result in the suspension or cancellation of your use of or access to the Services. In addition, the Province reserves the right to pursue any remedy available at law or in equity.

Please print a copy of these Terms of Use for your records.

### **Disclaimer:**

1. Reasonable efforts have been made to provide accurate, complete and timely information regarding the Services and the Site in general. However, you are encouraged to refer to the *Security Services Act*, *Body Armour Control Act*, or *Armoured Vehicle and After Market Compartment Control Act*, as applicable, and any related Regulations and other official information materials before submitting an online application for a security licence or permit described above, including Prescribed Checks.
2. THE SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK AND YOU WILL BE LIABLE FOR ANY FAILURE TO ABIDE BY THESE TERMS OF USE.

3. WITHOUT LIMITING THE GENERAL NATURE OF THE FOREGOING, THE PROVINCE DOES NOT REPRESENT OR WARRANT THAT:
  - a. THE ACCURACY, COMPLETENESS OR CURRENCY OF SERVICES OR ANY ASSOCIATED INFORMATION, OR THAT ANY ERRORS WILL BE CORRECTED;
  - b. THE SERVICES WILL FUNCTION IN A TIMELY MANNER OR WILL BE AVAILABLE WITHOUT ERROR, FAILURE OR INTERRUPTION; OR
  - c. THE SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS.
4. The Province is not responsible for the content of the Payment Site as defined below.

#### Information Collection:

5. When you visit the Site or use the Services, certain types of information are automatically collected from you, through the use of audit logs or cookies. This information is collected, used and disclosed in accordance with the Province's [Privacy Policy](#).
6. The date and time of your acceptance of these Terms of Use will be logged. This will enable you to skip this step on future visits. However, if these Terms of Use are modified, they will be presented to you upon your next following visit and you will need to accept the modified terms in order to continue to access the Services. Notwithstanding the foregoing, you are responsible for reviewing these Terms of Use on a regular basis to ensure that you are aware of any modifications that may have been made and your continued use of the Services constitutes your acceptance of any such modified Terms of Use.
7. The information that you input on the Site may also be logged and attributed to you for verification purposes.
8. Any personal information that may be collected from you on this Site is collected, used and disclosed in accordance with the collection notice presented to you at the time of collection.

#### Authentication:

9. You must be authenticated before you can submit an online application for a new or renewed security licence or permit, including a request to submit to Prescribed Checks. Your identity will be verified through your BC Services Card account login, approved government-issued ID, or other approved authentication method as may be implemented from time to time.

10. Your identity will be verified each time you access the Site, and depending on the authentication method used, you may be required to follow a link to an external site, including the [BC Services Card Site](#), following which you will be returned to, and allowed to access the application portions of, the Site.

### Payment:

11. You may be required to access an external payment processing site ("Payment Site" or, as the context requires, "Associated Service" ) in order to pay the required licence or permit fee.

### Additional Terms and Personal Information Collection:

12. You may be required to accept additional terms and conditions in order to use or access an Associated Service, including the BC Services Card Site, and/or the Payment Site, in which case your access to, and use of the services offered by, those Associated Services or the Payment Site is governed by such additional terms.
13. Additional personal information may be collected from you by the providers of the Associated Services in accordance with their terms and any associated privacy statement(s).

### Warranty

14. In accessing or using the Site, you represent and warrant that:
  - (a) You are at least 16 years of age; and
  - (b) You have the power and capacity to accept, execute and comply with these Terms of Use.

### Acceptable Use and Security:

15. You must not:
  - a. use the Services for any unlawful or inappropriate purpose, including hacking, data mining or other intrusion activities;
  - b. input or upload any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that may damage or interfere with the performance or function of the Services or any Associated Service;
  - c. divulge, share, compromise or permit any other person to use your login and password to access the Services;

- d. take any action that might reasonably be construed as altering, destroying, defeating, compromising or rendering ineffective the security related to the Site or any Associated Service, or being likely to affect other users of the Services;
- e. attempt to collect any information about other users of the Services; or
- f. decompile, disassemble, reverse engineer or otherwise copy any source code associated with the Site or any Associated Service.

### Ownership and Non-permitted Uses:

- 16. You acknowledge and agree that at all times the Province and/or the providers of the Associated Services, or their respective licensors are the owners of any software, hardware, servers, networks or other equipment used to provide the Services.
- 17. You will not take any action that would be inconsistent with or infringe any proprietary or intellectual property rights of the Province, the providers of the Associated Services or their respective licensors, in any software, hardware, servers, networks or other equipment, documentation or other information used to provide the Services.
- 18. You will not remove or alter any proprietary symbol or notice, including any copyright notice, trademark or logo displayed in connection with the Services.

### Suspension or Cancellation of Services:

- 19. Your use of any of the Services may be suspended or cancelled at any time if:
  - 1. you fail to abide by these Terms of Use, or other terms and conditions that may be posted on any website used to access the Services; or
  - 2. the Province or the provider of any Associated Service deems such suspension or cancellation necessary for any good and valid reason.
- 20. The Province and any provider of any Associated Service reserve the right, at any time, to:
  - 1. make changes to the Services;
  - 2. stop providing the Services; and
  - 3. modify these Terms of Use at any time, without notice being provided directly to you.

### Limitation of Liability:

- 21. In addition to the Province's general [Limitation of Liabilities](#), you agree that under no circumstances will the Province or the provider of any Associated Service be liable to you or to any other individual or entity for any direct, indirect, special, incidental, consequential or other loss, claim, injury or damage, whether foreseeable or unforeseeable (including without limitation claims for damages for loss of profits or business opportunities, use of or inability to use the Services, interruptions, deletion or corruption of files, loss of programs or information,

errors, defects or delays) arising out of or in any way connected with your or their access to or use of the Services or any failure by you or them to abide by these Terms of Use and whether based on contract, tort, strict liability or any other legal theory. The previous sentence will apply even if the Province or the provider of any Associated Service has been specifically advised of the possibility of any such loss, claim, injury or damage.

#### Enforceability and Jurisdiction:

22. If any term or provision of these Terms of Use is invalid, illegal or unenforceable, all other terms and provisions of these Terms of Use will nonetheless remain in full force and effect.
23. All access to the Site or use of any Services or Associated Service will be governed by, and construed and interpreted in accordance with, the laws applicable in the Province of British Columbia, Canada.
24. You hereby consent to the exclusive jurisdiction and venue of the courts of the Province of British Columbia, sitting in Victoria, for the hearing of any matter relating to or arising from these Terms of Use and/or your access to the Site or use of the Services or any Associated Service.

☐ I have read and accept the above Terms of Use.\*