

Terms of Use for [Hiring Managers] Accessing the Organization Online Service Portal

In these Terms of Use, "you" or "your" includes the hiring manager accessing or using the Organization Online Service Portal and the services offered within for the purpose of initiating the online criminal record check process for individual applicants (the "Site").

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.

By clicking the box to indicate that you accept these Terms of Use, and in consideration of your use of the Site, 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 access to, or use of, the Site. 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. THE SITE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK, AND YOU WILL BE LIABLE FOR ANY FAILURE TO ABIDE BY THESE TERMS OF USE.
2. WITHOUT LIMITING THE GENERAL NATURE OF THE FOREGOING, THE PROVINCE DOES NOT REPRESENT OR WARRANT THAT:
 - a. THE ACCURACY, COMPLETENESS OR CURRENCY OF THE SITE OR ANY ASSOCIATED INFORMATION, OR THAT ANY ERRORS WILL BE CORRECTED.
 - b. THE SITE WILL FUNCTION IN A TIMELY MANNER OR WILL BE AVAILABLE WITHOUT ERROR, FAILURE, OR INTERRUPTION; OR
 - c. THE SITE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS.

Information Collection:

3. When you access or use the Site, certain types of information are automatically collected from you, by audit logs or cookies. This information is collected, used and disclosed in accordance with the Province's [Privacy Policy](#).
4. 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 to continue to access the Site. 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 Site constitutes your acceptance of any such modified Terms of Use.

5. The information that you input on the Site may also be logged and attributed to you for verification purposes.

Authentication:

6. You will be required to use your government IDIR to login, access or use the Site.
7. You must be authenticated each time you access the Site.

Warranty

8. 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:

9. You must not:
 - a. use the Site for any unlawful or inappropriate purpose, including hacking, data mining or other intrusion activities.
 - b. input or upload any information which contains computer viruses such as Trojan horses, worms, time bombs or other computer programming routines that may damage or interfere with the performance or function of the Site.
 - c. divulge, share, compromise or permit any other person to use your login and password to access the Site.
 - d. take any action that might reasonably be construed as altering, destroying, defeating, compromising, or rendering ineffective the security related to the Site, or being likely to affect other users of the Site.
 - e. attempt to collect any information about other users of the Site; or
 - f. decompile, disassemble, reverse engineer, or otherwise copy any source code associated with the Site.

Ownership and Non-permitted Uses:

10. You acknowledge and agree that at all times the Province and its respective licensors are the owners of any software, hardware, servers, networks or other equipment used to make the Site available to you.
11. You will not take any action that would be inconsistent with or infringe any proprietary or intellectual property rights of the Province, or its respective licensors, in any software, hardware, servers, networks or other equipment, documentation or other information used to make the Site available to you.
12. You will not remove or alter any proprietary symbol or notice, including any copyright notice, trademark or logo displayed in connection with the Site.

Suspension or Cancellation of Use of the Site:

13. Your use of the Site may be suspended or cancelled at any time if:
 - a. the Province deems such suspension or cancellation necessary for any good and valid reason; or
 - b. 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 Site, or otherwise misuse the Site (collectively referred to as "Misuse"). **Any Misuse will be reported to your organization for investigation and further action as deemed appropriate.**

14. The Province reserves the right, at any time, to:
- make changes to the Site;
 - stop making the Site available; and
 - modify these Terms of Use at any time, without notice being provided directly to you.

Limitation of Liability:

15. In addition to the Province's general [Limitation of Liabilities](#), you agree that under no circumstances will the Province 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 access or use the Site, 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 Site 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 has been specifically advised of the possibility of any such loss, claim, injury or damage.

Enforceability and Jurisdiction:

16. 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.
17. All access to, or use of, the Site will be governed by, and construed and interpreted in accordance with, the laws applicable in the Province of British Columbia, Canada.
18. 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, or use of, the Site.

☐ I understand that if I change positions within my organization, I may only retain access to, or use of, the Site in relation to the criminal record checks I have initiated in my capacity as hiring manager. I further understand that my access to the Site will end immediately if I leave my organization .

☐ I have read and accept the above terms of use.*